

Minutes' Book
DCC INSPECTORSHIP
Schedule of Documents

1. **Minutes of First Meeting of the Directors of Marjove Limited dated 11 May 1995.**
 - Certificate of Incorporation of Marjove Limited dated 28 February 1995.
 - Stock Transfer Form of Marjove Limited dated 11 May 1995 (x2).
 - B10 concerning Marjove Limited dated 11 May 1995.
 - B2 concerning Marjove Limited dated 11 May 1995.
 - Ordinary and Special Resolutions of Marjove Limited dated 19 May 1995.
 - Memorandum and Articles of Association of Marjove Limited.
 - Revised Memorandum and Articles of Association of Marjove Limited.
 - Notice of Consolidation and Division or Conversion into Stock of Shares or of the Re-Conversion into Shares of Stock, or the Subdivision or Redemption or Cancellation of Shares of Marjove Limited.
 - Ordinary and Special Resolutions of Marjove Limited dated 19 May 1995.

2. **Minutes of First Meeting of the Directors of Lotus Green Limited dated 11 May 1995.**
 - Certificate of Incorporation of Lotus Green Limited dated 22 February 1995.
 - Stock Transfer Form of Lotus Green Limited dated 11 May 1995 (x2).
 - Share Certificate of Lotus Green Limited dated 11 May 1995.
 - B10 concerning Lotus Green Limited dated 11 May 1995.
 - B2 concerning Lotus Green Limited dated 11 May 1995.
 - Special Resolutions of Lotus Green Limited dated 19 May 1995.
 - Memorandum and Articles of Association of Lotus Green Limited.
 - Revised Memorandum and Articles of Association of Lotus Green Limited.

3. **Minutes of a Meeting of the Directors of DCC Properties Limited dated 26 May 1995 at 1.25pm.**

4. **Minutes of a Meeting of the Directors of Marjove Limited dated 26 May 1995 at 3pm.**
 - Letter dated 24 May 1995 from Fergal O'Dwyer and Henri Roskam to the Board of Directors of Marjove Limited.
 - Letter dated 26 May 1995 from Daphne Tease to the Directors of Marjove Limited.
 - Bank of Ireland Express Lodgment Forms dated 26 May 1995.
 - B5 Form concerning Marjove Limited dated 26 May 1995.
 - Stock Transfer Form of Marjove Limited dated 26 May 1995 (x2).
 - B10 concerning Marjove Limited dated 26 May 1995.
5. **Minutes of a Meeting of the Directors of Lotus Green Limited dated 26 May 1995 at 3.15pm.**
 - Stock Transfer Form of Lotus Green Limited dated 26 May 1995 (x2).
 - Share Certificate of Lotus Green Limited dated 26 May 1995.
 - Share Certificate of Lotus Green Limited 26 May 1995.
 - Cancelled Share Certificate dated 11 May 1995.
 - Declaration of Trust of DCC Nominees Limited dated 26 May 1995.
 - B10 concerning Lotus Green Limited dated 26 May 1995.
6. **Agenda for Meeting of Directors of DCC plc dated 31 July 1995 at 8:30am.**
 - Contents page for Board papers for meeting of Directors on 31 July 1995.
 - Extract from DCC plc Minutes of Board Meeting dated 31 July 1995.
 - Extract Minutes of DCC plc dated 31 July 1995.
 - Letter dated 21 July 1995 from Alvin Price to Michael Scholefield.
 - Letter dated 25 July 1995 from Alvin Price to Michael Scholefield.
 - Handwritten notes of Michael Scholefield from Board Meeting of 31 July 1995.
7. **Minutes of a Meeting of Directors of Marjove Limited dated 2 August 1995 at 10am.**
 - Letter dated 9 August 1995 from Coopers & Lybrand to the Directors of DCC plc.

8. **Minutes of a Meeting of Directors of Marjove Limited dated 2 August 1995 at 11am.**

- Instruction by facsimile document dated 2 August 1995.
- B10 concerning Marjove Limited dated 2 August 1995.
- Letter of resignation dated 2 August 1995 from George Young to the Directors of Marjove Limited.
- Letter of resignation dated 2 August 1995 from Daphne Tease to the Directors of Marjove Limited.

9. **Minutes of a Meeting of Directors of Lotus Green Limited dated 2 August 1995 at 11.15am.**

- Instruction by facsimile message dated 2 August 1995.
- Letter dated 9 August 1995 from Coopers & Lybrand to the Directors of DCC plc.

10. **Minutes of a Meeting of Directors of S&L Investments Limited dated 3 August 1995 at 6pm.**

- Share Purchase Agreement dated 9 August 1995 between S&L Investments Limited and Lotus Green Limited.
- Fax dated 21 July 1995 from Alvin Price to Michael Scholefield.
- Letter dated 25 July 1995 from Alvin Price to Michael Scholefield.

11. **Minutes of a Meeting of Directors of Lotus Green Limited dated 4 August 1995 at 4pm.**

- B10 concerning Lotus Green Limited dated 4 August 1995.
- Letter of resignation dated 4 August 1995 from George Young to the Directors of Lotus Green Limited.

12. **Minutes of a Meeting of Directors of Lotus Green Limited dated 9 August 1995 at 4.05pm.**

- Loan Agreement dated 9 August 1995 between DCC Properties Limited and Lotus Green Limited.
- Share Purchase Agreement dated 9 August 1995 between DCC plc and Lotus Green Limited.

- Share Purchase Agreement dated 9 August 1995 between S&L Investments Limited and Lotus Green Limited.
- 13. **Minutes of a Meeting of Directors of DCC Properties Limited dated 9 August 1995 at 4.15pm.**
 - Loan Agreement dated 9 August 1995 between DCC Properties Limited and Lotus Green Limited.
- 14. **Minutes of a Meeting of a Committee of Directors of DCC Plc dated 9 August 1995 at 4.30pm.**
- 15. **Minutes of a Meeting of Directors of S&L Investments Limited dated 9 August 1995 at 4.40pm.**
- 16. **Minutes of a Meeting of Directors of DCC Properties Limited dated 9 August 1995 at 4.45pm.**
- 17. **Minutes of a Meeting of Directors of Lotus Green Limited dated 9 August 1995 at 5pm.**
 - Four Bank of Ireland Account Statements.
- 18. **Minutes of a Meeting of Directors of Marjove Limited dated 10 August 1995 at 9am.**
 - Marjove Limited – Declaration of Solvency dated 10 August 1995.
 - Liquidator's consent to act dated 3 August 1995.
 - Marjove Limited – Notice of EGM dated 10 August 1995.
 - Marjove Limited – Consent to Short Notice of Extraordinary General Meeting undated.
 - Marjove Limited – General Proxies from shareholders dated 10 August 1995.
 - Marjove Limited – Special Proxies from shareholders dated August 1995.
- 19. **Minutes of an Extraordinary General Meeting of Marjove Limited dated 10 August 1995 at 9.15am.**
 - Copy of notice printed in Iris Oifigúil.

20. **Minutes of a Meeting of Directors of Lotus Green Limited dated 10 August 1995 at 11am.**
- Share Certificate of Lotus Green Limited dated 10 August 1995.
 - Cancelled Share Certificate of Lotus Green Limited dated 26 May 1995.
 - Declaration of Trust of DCC Nominees Limited dated 10 August 1995.
21. **Minutes of a Meeting of Directors of Lotus Green Limited dated 24 August 1995 at 9.15am.**
- B10 concerning Lotus Green Limited dated 24 August 1995.
 - Letter of resignation dated 24 August 1995 from Thomas Breen to the Directors of Lotus Green Limited.
 - Letter of resignation dated 24 August 1995 from Kevin Murray to the Directors of Lotus Green Limited.
 - B10 concerning Lotus Green Limited dated 24 August 1995.
22. **Minutes of a Meeting of Directors of Lotus Green Limited dated 24 August 1995 at 11am.**
- Letter of resignation dated 24 August 1995 from Daphne Tease to the Directors of Lotus Green Limited.
 - Letter of resignation dated 24 August 1995 from Michael Scholefield to the Directors of Lotus Green Limited.
23. **Minutes of a Meeting of Directors of DCC Properties Limited dated 24 August 1995 at 2.30pm.**
- Agreement dated 25 August 1995 between DCC Properties Limited and Lotus Green Limited.
24. **Minutes of a Meeting of Directors of Lotus Green Limited dated 25 August 1995 at 12.15pm.**
- Agenda for a Meeting of Directors of Lotus Green Limited to be held on 25 August 1995 at 12.15pm.
 - B10 concerning Lotus Green Limited dated 25 August 1995 (x3).

25. **Minutes of an Extraordinary General Meeting of Lotus Green Limited dated 25 August 1995 at 12.30pm.**
- Form of Proxy of Lotus Green Limited dated 25 August 1995.
 - Form of Proxy of Lotus Green Limited dated 25 August 1995.
 - Consent to Short Notice of Extraordinary General Meeting of Lotus Green Limited dated 25 August 1995.
 - Notice of Extraordinary General Meeting of Lotus Green Limited dated 25 August 1995.
26. **Minutes of a Meeting of Directors of Lotus Green Limited dated 25 August 1995 at 12.45pm.**
- Agenda for a Meeting of Directors of Lotus Green Limited to be held on 25 August 1995 at 12.45pm.
 - Letter dated 22 August 1995 from Jim Flavin (for DCC plc) to Lotus Green Limited.
 - Management Agreement undated between Mr. G.A.L.R. Diepenhorst, Lotus Green Limited and DCC International Holdings B.V.
27. **Minutes of a Meeting of the Board of Managing Directors of Lotus Green Limited dated 16 December 1999.**
- Agenda for a Meeting of Directors of Lotus Green Limited to be held on 16 December 1999.
 - AIB Mandate dated 30 March 2000.
 - Ulster Bank Mandate dated 30 March 2000.
 - KCB Bank Mandate dated 30 March 2000.
 - Bank of Ireland Mandate dated 30 March 2000.
 - Draft Minutes of a Meeting of the Board of Managing Directors of Lotus Green Limited dated 19 October 1999.
 - Lotus Green Limited Management Accounts for the period ended 30 November 1999.
28. **Minutes of a Meeting of the Board of Managing Directors of Lotus Green Limited dated 3 February 2000 at 7.45am.**

- Handwritten Letter dated 31 January 2000 from Henri Roskam to Fergal O'Dwyer.
 - Memorandum dated 2 February 2000 from Henri Roskam and Gerard Jansen Venneboer to the Board of Lotus Green.
29. **Extracts of Minutes of a Meeting of Directors of DCC Plc dated 7 February 2000 at 8.30am.**
30. **Extract from DCC Board Meeting dated 27 March 2000.**
- Extract from Strategy Statement March 2000.
 - Extract from DCC Board Meeting dated 27 March 2000.
 - Michael Scholefield's notes of Board Meeting dated 27 March 2000.
31. **Minutes of a Meeting of the Board of Managing Directors of Lotus Green Limited dated 30 March 2000.**
- Agenda for meeting of Directors of Lotus Green Limited to be held on 30 March 2000.
 - Lotus Green Limited Management Accounts for the period ended 29 February 2000.
32. **Minutes of a Meeting of the Board of Managing Directors of Lotus Green Limited dated 26 April 2000.**
- Agenda for meeting of Directors dated 26 April 2000.
 - Draft Report and Financial Statements of Lotus Green Limited for the year ended 31 March 2000.

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PRESENT: CARMEL MOLLOY
SUSAN MURRAY

1. The certificate of Incorporation of the Company dated the 28th day of February, 1995 was laid on the table together with a print of the Memorandum & Articles of Association and an instrument signed by the subscribers to the Memorandum of Association appointing as First Directors of the Company the following persons;

CARMEL MOLLOY,
SUSAN MURRAY.

2. It was confirmed that pursuant to the Articles of Association the quorum for the Meetings of the Board shall unless otherwise resolved be two.

3. It was resolved that CARMEL MOLLOY, be appointed Secretary of the Company to hold that office until otherwise resolved.

4. It was resolved that with effect from 11th May, 1995, the registered office of the Company be changed from The Law Society, Blackhall Place, Dublin 7, to be now situate at Fitzwilton House, Wilton Place, Dublin 2. and the Register of Members be kept thereat. The Secretary was instructed to file the Notice of Change of Situation of the Registered Office in the Companies Office.

It was resolved that the Secretary be instructed to enter the names of the subscribers in the Register of Members.

- 6.. It was resolved that the undermentioned transfers of Subscribers Shares be approved and registered subject to their being duly stamped and presented for registration in accordance with the provisions of the Articles of Association.

Transfer No. 1 from CARMEL MOLLOY,
to FRYMOUNT LIMITED

Transfer No.2 from SUSAN MURRAY
to LOWERMOUNT NOMINEES LTD.

7. The Secretary was authorised to issue Certificates for the shares allotted and transferred at Minutes 5 and 6 above and it was resolved that the Seal of the Company be affixed thereto.

8. It was resolved that DAPHNE TEASE and MICHAEL SCHOLEFIELD (having given their written consent) be appointed Directors of the Company and DAPHNE TEASE (having given his/her written consent) be appointed Secretary, such appointment to take effect at the end of this meeting.

9. Letters of resignation from CARMEL MOLLOY, as director and secretary, and SUSAN MURRAY as Director were produced and it was resolved that such resignations be and are hereby accepted with effect from the conclusion of this meeting. The Secretary was instructed to file the appropriate form relating to such changes of Directors and Secretary with the Registrar of Companies.

The meeting then terminated.

(Signed) D. Murray

Dated this 11th day of May, 1995.

NUMBER

229527

Certificate of Incorporation

I hereby certify that

MARJOVE LIMITED

is this day incorporated under
the Companies Acts 1963 to 1990
and that the company is limited.

Given under my hand at Dublin, this
Tuesday, the 28th day of February, 1995



For Registrar of Companies

Fees and Deed Stamps	165.00
Stamp Duty on Capital	1.00

SHARE OR
STOCK
TRANSFER
FORM

(Above this line for Registrars only)

Consideration Money £	Certificate lodged with the Registrar (For completion by the Registrar/Stock Exchange)
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Full name of Under-taking.	MARJOVE LIMITED
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Full description of Security.	ORDINARY SHARE
-------------------------------	----------------

Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words ONE	Figures (1 units of £1)
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<p>Names) of registered holder(s) should be given in full; the address should be given where there is only one holder.</p> <p>If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s)) of the person(s) making the transfer.</p>	<p>In the name(s) of</p> <p>Susan Murray, c/o The Law Society, Dublin</p>
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<p>1/ We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Parts 2 of Brokers Transfer Forms relating to the above security:</p> <p>Delete words in heavy type except for stock exchange transactions.</p> <p>Signature(s) of transferor(s)</p> <p><i>S. Murray</i></p> <p>1.....</p> <p>2.....</p> <p>3.....</p> <p>4.....</p> <p>Bodies corporate should execute under their common seal.</p>	<p>Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions of Agent(s), if any, acting for the Transferor(s).</p> <p>Date 11/5/95</p>
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<p>Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.</p> <p>Please state title, if any, or whether Mr., Mrs. or Miss. Please complete in typewriting or in Block Capitals.</p>	<p>Lower Mount Nominees Limited, First Floor, Fitzwilton House, Wilton Place, Dublin 2.</p>
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1/We request that such entries be made in the register as are necessary to give effect to this transfer.	
Stamp of Buying Broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

SHARE OR
STOCK
TRANSFER
FORM

(Above this line for Registrars only)

Consideration Money £	Certificate lodged with the Registrar (For completion by the Registrar/Stock Exchange)
-----------------------	---

Full name of Under-taking.	MARJOVE LIMITED
----------------------------	-----------------

Full description of Security.	ORDINARY SHARE
-------------------------------	----------------


Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words ONE	Figures (1 units of £1)
--	--------------	---------------------------------

<p>Names of registered holder(s) should be given in full; the address should be given where there is one holder.</p> <p>transfer is not the registered holder(s) insert also the name and capacity (e.g., agent(s)) of the person(s) making the transfer.</p>	<p>In the name(s) of</p> <p>Carmel Molloy, c/o The Law Society, Dublin</p>
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1/ We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Parts 2 of Brokers Transfer Forms relating to the above security:

Delete words in heavy type except for stock exchange transactions.

Signature(s) of transferor(s)

1. 
2.
3.
4.

Bodies corporate should ~~execute~~ under their common seal.

Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions of Agent(s), if any, acting for the Transferor(s).

- Date 11/5/95

<p>Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.</p> <p>Please state title, if any, or whether Mr., Mrs. or Miss. Please complete in typewriting or in Block Capitals.</p>	<p>Frymount Limited; First Floor, Fitzwilton House, Wilton Place, Dublin 2.</p>
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I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the Buying Broker(s))
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1990 Registration

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Form
1990
1990

Company Number

2 2 9 5 2 7

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name

MARJOVE

Limited

gives notice of the following change(s):

MR. Michael Scholefield & MRS Daphne Tease were
APPOINTED DIRECTORS OF THE COMPANY. MRS DAPHNE TEASE
WAS APPOINTED AS SECRETARY OF THE COMPANY.

Date change(s) take(s) effect

11 Day 05 Month 95 Year

Particulars of new director (including shadow director) / secretary

Surname

Scholefield

Forename

Michael PATRICK

Former surname

Former forename

Business Occupation

CHARTERED
ACCOUNTANT

Date of Birth

19 Day 12 Month 59 Year

Home address

29 BRIGHTON ROAD
RATHGAR

Nationality

IRISH

DUBLIN 6.

Other directorships

see attached

Registered at

Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature

Michael Scholefield

Date

11/5/95

I hereby certify that the particulars contained in this
form are correct

☒ Director ☒ Company Secretary

Signature

Daphne Tease

Date

11/5/95

Name

DAPHNE TEASE

Presenter's Name

WILLIAM FRY

Address

Fitzwilton House
Wilton Place
Dublin 2.

Telephone Number 6681 711

Reference 2439-131

Particulars of directors (including shadow directors)/secretary

Surname

Tease

Former surname

Business Occupation

CHARTERED
ACCOUNTANT

Home address

KILDRUM

BRIGHTON ROAD

FOXROCK

DUBLIN 18

Forename

DAPHNE TYNAN

Former forename

Date of Birth

22 Day 05 Month 55 Year

Nationality

BRITISH

Other directorships

see attached

Registered at

Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature X Daphne Tease X

Date 11/5/95

Surname

Tease

Former surname

Business Occupation

Home Address

KILDRUM

BRIGHTON ROAD

FOXROCK

DUBLIN 18

Forename

Daphne TYNAN

Former forename

Date of Birth

22 Day 05 Month 55 Year

Nationality

BRITISH

Other directorships

see attached

Registered at

Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature X Daphne Tease X

Date 11/5/95

Surname

Former surname

Business Occupation

Home address

Forename

Former forename

Date of Birth

Day Month Year

Nationality

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

Surname

Former surname

Business Occupation

Home address

Forename

Former forename

Date of Birth

Day Month Year

Nationality

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

Companies Registration

Notice of change in the situation of the
registered office

Companies Acts 1963 to 1990

Company number

2 2 9 5 2 7

B2

Company name

MARJOVE

Limited

Situation of the registered office

FITZWILTON HOUSE
WILTON PLACE
DUBLIN 2

Date of change of registered office
Day

11

Month

May

Year

1995

I hereby certify that the above particulars are correct
Signature

☒ Director ☒ Company secretary

Date

11/5/95

Name

DAPHNE TEASE

Presenter's name

WILLIAM FRY

Address

Fitzwilton House
Wilton Place
Dublin 2

Reference 2439-131

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MARJOVE LIMITED

We, the undersigned, being the holders of the entire issued share capital of Marjove Limited hereby resolve as follows:-

1. Ordinary Resolution.

That the authorised share capital of the Company be reduced by the sum of IR£99,900 (all of which represents part of the share capital of the Company which has not been taken or agreed to be taken by any person) such that the authorised capital of the Company shall be the sum of IR£100.

2. Special Resolution.

That the existing two issued Ordinary Shares of IR£1 each be re-designated as "A" Ordinary Shares and that the existing unissued share capital of IR£98 (remaining after resolution 1) be redesignated as 74 "A" Ordinary Shares of IR£1 each and 24 "B" Ordinary Shares of IR£1 each.

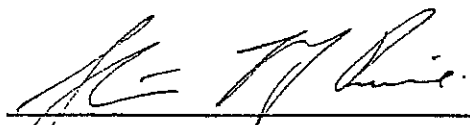
3. Special Resolution.

That Clause 2 of the Memorandum of Association of the Company be deleted and be replaced by the clause set out in the document annexed hereto and marked with the letter "A".

4. Special Resolution.

That the existing Articles of Association of the Company be deleted and that they be replaced by the Articles of Association set out in the document annexed hereto and marked "B".

Dated 19 May 1995



Frymount Limited

Brendan Honeghan, Director

Lower Mount Nominees Limited

1144BH:kg

2. The objects for which the Company is established are:-

- (a) To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.
- (b) To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise and whether or not fully paid up and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
- (c) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the company of such special proportion of the issued or nominal amount thereof and to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
- (d) To undertake the management and control and supervision of the business or operations of any person or company and in particular, without limitation, to plan and effectively carry out the organisation of and to initiate and to carry out schemes for the promotion and expansion of any such business, to engage in research into all problems relating to investment, property, financial, portfolio, industrial and business management, to

carry out all or any work of a clerical, secretarial, managerial or other like nature, to provide staff and services, to prepare and deal with accounts, returns, forms and all documents required to be prepared and furnished in relation to any such bodies, to direct and carry out all advertising and publicity for any such business, and generally to do all acts and things (including the receipt and payment of money) necessary to be done for the supervision of the day to day running of any such business and to enter into contracts with any such company for the carrying out of the works or provisions of any of the services which the Company is authorised to perform or provide.

- (e) To promote, develop and secure the interests of the group of companies which for the time being shall consist of the Company and any company which for the time being is an Associated Company and to so do in such manner as the Company may think fit and in particular, without limitation, by giving any guarantee, indemnity, support or security, in respect of or, directly or indirectly, assuming any liability or obligation of, any Associated Company, by making any payment or loan or disposition of any property, assets or rights to or for the benefit of any Associated Company or acquiring any property, assets or rights from any Associated Company notwithstanding that the Company may not receive in respect of any such transaction full or adequate consideration therefor or any consideration whatsoever or may pay consideration which would or might be in excess of an arms' length consideration.
- (f) To purchase or otherwise acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company or carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection with the same or which is capable of being conducted so as, directly or indirectly, to benefit the Company.
- (g) To purchase, take on lease, on licence, in exchange, upon option or otherwise acquire and hold any lands, buildings, property (whether leasehold or freehold) or any rights or interests therein or in respect thereof or in any forests, crops or growing produce thereon or any minerals therein or thereunder or any rights to pass thereon or any rights or interests in or over the sea, the sea bed, the sea shore, the sky or in space, or any interests connected or associated with any of the foregoing and to exercise any rights in respect thereof and to develop, improve, alter or manage the same or any part thereof in any way (including, without limitation, construction, demolition, landscaping, planting, draining and

improving) and to farm, harvest or extract anything from the same.

- (h) To purchase, take on lease, on licence, in exchange, upon option, on hire or hire-purchase, or otherwise acquire and hold any personal property, rights or privileges which the Company may think necessary or convenient for the purposes of its business or which may seem to the Company calculated, directly or indirectly, to benefit the Company including, without limitation, the subscription, taking or otherwise acquiring of Securities in any company.
- (i) To apply for, purchase or otherwise acquire and protect and renew any patents, patent rights, inventions, secret processes, recipes, receipts, prescriptions, formulae, trade marks, trade names, designs, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention or process which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company and to use, exercise, develop or grant licences in respect of, or otherwise turn to account, the property, rights or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
- (j) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem, directly or indirectly, calculated to benefit the Company or to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the Securities of any such other company.
- (k) To invest and to deal with the moneys of the Company not immediately required in any manner.
- (l) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession, mutual assistance or otherwise with any person or company carrying on or engaged in or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as, directly or indirectly, to benefit the Company.
- (m) To sell, lease, mortgage or otherwise dispose of the business, property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit and to improve, manage, develop, exchange, licence, turn to account or

otherwise deal with, all or any of the business, property, assets and undertaking of the Company and in particular, without limitation, to accept Securities of any other company in payment or part payment of the consideration payable to the Company in respect of any transaction referred to in this paragraph:

- (n) To establish and maintain or procure the establishment and maintenance of or to adhere to any contributory or non-contributory pension or superannuation funds, schemes or plans for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any Associated Company or who are or were at any time Directors or officers of the Company or of any Associated Company and the spouses, families and dependents of any such persons and also establish and subsidise and subscribe to any associations, institutions, clubs or funds calculated to be for the benefit of the Company and to make payments to or towards the insurance of any such person as aforesaid either alone or in conjunction with any other company and further to do any acts or things or make any arrangements or provisions necessary or desirable to enable all or any of such persons as aforesaid to become shareholders in the Company or otherwise to participate in the profits of the Company or any Associated Company.
- (o) To settle moneys or other assets on the trustee or trustees of any trust, foundation, settlement or institution set up for charitable or benevolent purposes or for any public, general or useful object or to lend money or provide services (with or without interest or charge) to any such trustee or trustees and to pay, subscribe, lend or contribute assets or services of the Company (with or without interest or charge) or give any guarantee or indemnity in respect of any trust, foundation, settlement or institution set up or operating for any such purpose or object or in respect of any exhibition or for any charitable, benevolent, public, general or useful object.
- (p) To borrow or raise money in such manner as the Company shall think fit and in particular, without limitation, by the issue of Securities of the Company (other than shares or stock) and to secure the repayment of, any moneys borrowed or raised or any other obligation, debt or liability of any nature of the Company by way of mortgage, charge, lien or other security interest over or in respect of all or any of the Company's undertaking, property or assets (both present and future and including its uncalled capital) upon such terms as to priority and otherwise as the Company shall think fit.

- (q) To lend and advance money or give credit to any person or company and upon such terms as may seem expedient (whether with or without security or any interest or other charge).
- (r) To give any guarantee or indemnity in respect of or otherwise support or secure in any manner (whether by personal covenant or by mortgaging, charging or granting any lien or other security interest over or in respect of all or any part of the Company's undertaking, property or assets, both present and future and including its uncalled capital, or by both such methods) any obligation, debt, liability of any nature of any person or company upon such terms as to priority and otherwise as the Company shall think fit.
- (s) To pay for any rights or property acquired by the Company and to remunerate any person or company whether by way of cash payment or by the allotment of Securities of the Company credited as paid up in full or in part or otherwise.
- (t) Upon any issue of Securities of the Company to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services.
- (u) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (v) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority, person or company any rights, privileges, charters, licenses and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith.
- (w) To undertake and execute any trusts the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (x) To adopt such means of making known the products, investments or services of the Company or any Associated Company as may seem expedient and in particular, without limitation, by advertising in the press or radio or television by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards, scholarships and donations and by sponsoring sports events, theatrical and cinematic performances and exhibitions of all descriptions.

- (y) To apply for, promote and obtain any Act of the Oireachtas or any charter, privilege, licence or authorisation of any government, state or municipality or any ministerial or departmental licence or order for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the interests of the Company or any Associated Company.
- (z) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union or association or to do any lawful act or thing with a view to preventing or resisting, directly or indirectly, any interruption of or interference with the trade or business of the Company or any other trade or business or providing or safeguarding against the same or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interests of the Company or any Associated Company or its or their employees and to subscribe to any association or fund for any such purposes.
- (aa) To undertake and carry on any other trade or business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on by the Company or which is calculated, directly or indirectly, to enhance the value of or render profitable, any of the Company's businesses, rights or property.
- (ab) To do all or any of the matters hereby authorised in any part of the World and with or in respect of persons --or companies resident, domiciled, incorporated, registered or carrying on business in any part of the World and either as principal, agent, factor, trustee or otherwise and by or through agents, factors, trustees or otherwise and either alone or in conjunction with others.
- (ac) To distribute in specie or otherwise as may be resolved any of the assets of the Company among the members.
- (ad) To do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them.

Provided that:

- (i) the objects set out in any paragraph of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way

limited to or restricted by reference to or inference from any other object or objects set out in such paragraph or from the terms of any other paragraph or by the name of the Company; none of such paragraphs or the object or objects therein specified shall be deemed subsidiary or ancillary to the objects mentioned in any other paragraph, but the Company shall have full power to exercise all or any of the powers and to achieve and endeavour to achieve all or any of the objects conferred by and provided in any one or more of said paragraphs;

- (ii) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any firm, partnership, association or other body of persons, whether incorporated or not incorporated, and whether resident, domiciled, incorporated, registered, or carrying on business in the State or elsewhere;
- (iii) the expression "Associated Company" in this Clause, shall be deemed to mean any company which for the time being is a subsidiary or holding company (which expressions in this proviso shall bear the meanings respectively ascribed thereto by Section 155 Companies Act, 1963) of the Company, is a subsidiary of a holding company of the Company or is a company in which the Company or any of such companies as aforesaid shall for the time being hold shares entitling the holder thereof to exercise at least one-fifth of the votes at any general meeting of such company (not being voting rights which arise only in specified circumstances); and
- (iv) the expression "Securities" in this Clause, shall be deemed to mean any shares, stocks, bonds, debentures or debenture stock (whether perpetual or not), loan stock, notes, obligations or other securities or assets of any kind, whether corporeal or incorporeal.

B

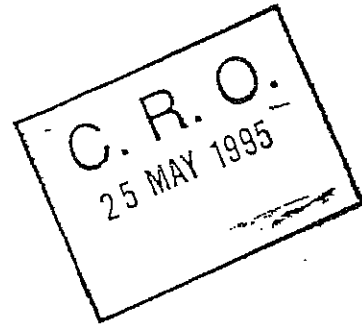
COMPANIES ACTS, 1963 to 1990

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MARJOVE LIMITED



REGULATIONS

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1963 (as the same is amended by the Companies Acts, 1963-1990 and with the exception of Regulations 8, 11, 24, 51, 54, 75, 77, 79, 84, 86, 91 to 100 inclusive and 138 thereof) and the Regulations contained in Part II of Table A as aforesaid (as the same is amended as aforesaid and with the exception of Regulations 1 and 9 thereof) shall apply to the Company save in so far as they are excluded or modified hereby and such Regulations together with the Articles hereinafter contained shall constitute the Regulations of the Company.

SHARES

2. (a) The capital of the Company is IR£100 divided into 76 "A" Ordinary Shares of IR£1 each and 24 "B" Ordinary Shares of IR £1 each.
- (b) The "A" Ordinary Shares and the "B" Ordinary Shares shall rank pari passu in all respects save that on a return of assets whether on a winding up or otherwise, the holders of the "A" Ordinary Shares shall be entitled to participate in priority to the holders of the "B" Ordinary Shares but only to the extent of the capital (including share premium), paid up on the "A" Ordinary Shares. On the payment of such amount as aforesaid to the holders of the "A" Ordinary Shares, the holders of the "B" Ordinary Shares shall be entitled to receive the amount of the capital (including share premium) paid up on the B Ordinary Shares and any surplus assets arising after the payment of the paid up capital to the holders of B Ordinary Shares as aforesaid shall be distributed among the holders of the B Ordinary Shares in proportion to the amounts the up or credited as paid up on their shares. If the assets of the Company on a winding up shall be insufficient to make repayment in full of the paid up capital to the holders of the "A" Ordinary Shares or "B" Ordinary Shares as herein provided, the assets available for such purpose in either case shall be distributed in proportion to the

amounts paid up or credited as paid up on their shares.

3. For the purpose of Section 20 Companies (Amendment) Act, 1983, the Directors of the Company are generally and unconditionally authorised to allot relevant securities as defined by Section 20 (10) of the said Act up to a maximum of the authorised but as yet unissued share capital of the Company at the date on which the Company was incorporated. This authority shall expire five years after the date of incorporation of the Company but may be previously revoked or varied by the Company in general meeting and may be renewed by the Company in general meeting for a further period not exceeding five years from the date of such renewal. The Company may make any offer or agreement before the expiry of this authority which would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement.
4. The pre-emption provisions of sub-sections (1) (7) and (8) of Section 23 Companies (Amendment) Act, 1983 shall not apply to any allotment by the Company of equity securities (as defined in such Section).
5. Subject to the provisions of the Companies Act, 1990, any shares may be issued on the terms that they are, or, at the option of the Company are, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.

PURCHASE OF OWN SHARES

6. (a) Subject to the provisions of and to the extent permitted by the Companies Acts, 1963 - 1990 to any rights conferred on the holders of any class of shares and to the following paragraphs of this Article the Company may purchase any of its shares of any class and may cancel any shares so purchased and hold them as Treasury Shares (within the meaning of Section 209 of the Companies Act, 1990) with liberty to reissue any such share or shares as shares of any class or classes.
- (b) The Company shall not exercise any authority granted under Section 213 (off market) or Section 215 (market) of the Companies Act, 1990 to make purchases of its own shares unless the authority required by such Section shall have been granted by special resolution of the Company.
- (c) The Company shall not be required to select the shares to be purchased on a pro rata basis or in any particular manner as between the holder of the shares of the same class or as between the holders of shares of different classes.

LIEN

7. The Company shall have a first and paramount lien on every share for all moneys (whether immediately payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of any person whether he be the sole registered holder thereof or one of two joint holders for all moneys immediately payable by him or his estate to the Company, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Regulation. The Company's lien on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

8. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and need not be attested and Regulation 22 of Table A Part I shall be modified accordingly.
9. No transfer of any share in the capital of the Company (whether on a sale of such shares or transmission thereof by operation of law or otherwise howsoever) shall be registered unless such transfer is approved by resolution of the Directors. Regulations 29 to 32 of Table A Part I shall be modified accordingly.

MEETINGS

10. The following words shall be added to the end of Regulation 53 of Table A Part I, "and, fixing the remuneration of Directors".
11. It shall not be necessary to give any notice of any adjourned meeting and Regulation 58 of Table A Part I shall be modified accordingly.
12. A poll may be demanded by the Chairman or by any member present in person or by proxy and Regulation 59 of Table A Part I shall be modified accordingly.
13. Where any meeting of the Company is held at short notice pursuant to Section 133 (3) or Section 141 (2) of the Act it shall be sufficient if the instrument appointing a proxy (and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority) is deposited with the Chairman of the meeting immediately upon the commencement of such meeting and Regulation 70 of Table A Part I shall be modified accordingly.
14. The resolution in writing mentioned in Regulation 6 of Table A Part II may consist of several documents in the like form each signed by one or more members (or being

bodies corporate by their duly authorised representatives).

DIRECTORS

15. The number of Directors shall not be less than two nor, unless and until otherwise determined by the Company by ordinary resolution, more than 5. A Director shall not retire by rotation and Regulation 110 of Table A Part I shall be modified accordingly.
16. A Director shall not require a share qualification but nevertheless shall be entitled to receive notice of and to attend and speak at any general meeting of or any separate meeting of the holders of any class of shares in the Company and Regulation 136 of Table A Part I shall be modified accordingly.
17. (a) Any Director may by writing under his hand appoint (i) any other Director, or (ii) any other person who is approved by the Board of Directors as hereinafter provided, to be his alternate and every such alternate shall be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him (other than the right to appoint an alternate hereunder) provided always that no such appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a simple majority of the whole Board shall have been given and entered in the Directors' Minute Book.

(b) A Director may at any time revoke the appointment of any alternate appointed by him and subject to such approval as aforesaid appoint another person in his place and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

(c) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be

payable out of the remuneration paid to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

(d) Any appointment or revocation by a Director under this Article shall be effected by notice in writing given under his hand and delivered to the Secretary or lodged at the registered office of the Company.

18. A Director present at a meeting of the Directors shall in addition to his own vote be entitled to one vote in respect of each other Director not present at the meeting who shall have authorised him in respect of such meeting to vote for such other Director in his absence. Any such authority may relate generally to all meetings of the Directors or to any specified meeting or meetings and must be in writing or by telefax, by cable or telegram or telex message, which must be presented to the Secretary for filing prior to or be produced at the first meeting at which a vote is to be cast pursuant thereto.

19. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary or who are or were at any time Directors or officers of the Company or of any such other company aforesaid and hold or have at any time held any salaried employment or office in the Company or such other company and the wives, widows, families and dependents of any such persons and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any such other company as aforesaid or of any such persons as aforesaid and make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition or for any public general or useful object and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Any Director who holds or has held any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument to the extent and upon such terms as may for the time being be permitted or required by law.

20. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to

fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these regulations.

21. The office of a Director shall be vacated if the Director:-
- (a) is adjudged bankrupt in the State or in any part of the World or makes any arrangement or composition with his creditors generally;
 - (b) becomes the subject of a Restriction Order made under Section 150 of the Companies Act, 1990;
 - (c) becomes the subject of a Disqualification Order made under Section 160 of the Companies Act, 1990;
 - (d) in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director;
 - (e) resigns such office by notice in writing to the Company;
 - (f) is convicted of an indictable offence (other than an offence under the Road Traffic Acts for which he is not sentenced to imprisonment and actually imprisoned) unless the Directors otherwise determine; or
 - (g) is removed from office by a resolution duly passed pursuant to Section 182 of the Act or under the provisions of the next succeeding Article hereof.
22. In addition to and without prejudice to the provisions of the Act, the Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in any agreement between the Company and such Director. Any such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company. The Company may, by ordinary resolution, appoint another person in place of any Director so removed from office.
23. Any Director who serves on any committee or who devotes special attention to the business of the Company 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, percentage of profits or otherwise as the Directors may determine.
24. Any such resolution in writing as is referred to in Regulation 109 of Table A Part I may consist of several

documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of meetings of the Directors.

25. Any Director or alternate Director may participate in a meeting of the Directors or any committee of the Directors by means of conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute a presence in person at the meeting.

BORROWING POWERS

26. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party. Debentures, debenture stock and other securities may be made assignable free from any equities between the Company and any person to whom the same may be issued. Any debentures or debenture stock may be issued at a discount, premium or otherwise and with any special rights as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors or otherwise.

NOTICES

27. Every person who, by operation of law, transfer, or other means shall become entitled to any share shall be bound by every notice or other document which, previous to his name and address being entered on the register in respect of such share, shall have been given to the person in whose name the share shall have been previously registered.
28. Any notice or document sent by post to the registered address of any member in pursuance of these presents shall, notwithstanding that such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any shares held by such member (whether solely or jointly with other person or persons) until some other person or persons be registered in his stead as the holder or joint holders thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her executors or administrators, and all persons (if any) jointly interested with him or her in any such share.
29. The signature to any notice to be given by the Company may be written or printed.

INDEMNITY

30. Subject to the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto.

SECRECY

31. No member shall be entitled to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it would be inexpedient in the interests of the members of the Company to communicate to the public.

Names, addresses and descriptions of subscribers:

Carmel Molloy
32 Downside
Skerries
Co. Dublin
Secretary

Susan Murray
94 Huntstown Rise
Mulhuddart
Dublin 15
Secretary

Dated this 9th day of January 1995

Witness to the above signatures:

Rita Hogan
Law Society
Blackhall Place
Dublin 7
Secretary

1143BH:ms

COMPANIES ACTS, 1963 to 1990
Company Limited by Shares

E6

Memorandum
AND
Articles of Association
OF
MARJOVE LIMITED

WILLIAM FRY
SOLICITORS
Fitzwilton House, Wilton Place, Dublin 2.

COMPANIES ACTS, 1963 to 1990

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

MARJOVE LIMITED

1. The name of the Company is Marjove Limited.
2. The objects for which the Company is established are:-
 - (a) To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.
 - (b) To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise and whether or not fully paid up and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
 - (c) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the company of such special proportion of the issued or nominal amount thereof and to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
 - (d) To undertake the management and control and supervision of the business or operations of any person or company and in particular, without limitation, to plan and effectively carry out the organisation of and to initiate and to carry out schemes for the promotion and expansion of any such business, to engage in research into all problems relating to investment, property, financial, portfolio, industrial and business management, to

carry out all or any work of a clerical, secretarial, managerial or other like nature, to provide staff and services, to prepare and deal with accounts, returns, forms and all documents required to be prepared and furnished in relation to any such bodies, to direct and carry out all advertising and publicity for any such business, and generally to do all acts and things (including the receipt and payment of money) necessary to be done for the supervision of the day to day running of any such business and to enter into contracts with any such company for the carrying out of the works or provisions of any of the services which the Company is authorised to perform or provide.

- (e) To promote, develop and secure the interests of the group of companies which for the time being shall consist of the Company and any company which for the time being is an Associated Company and to so do in such manner as the Company may think fit and in particular, without limitation, by giving any guarantee, indemnity, support or security, in respect of or, directly or indirectly, assuming any liability or obligation of, any Associated Company, by making any payment or loan or disposition of any property, assets or rights to or for the benefit of any Associated Company or acquiring any property, assets or rights from any Associated Company notwithstanding that the Company may not receive in respect of any such transaction full or adequate consideration therefor or any consideration whatsoever or may pay consideration which would or might be in excess of an arms' length consideration.
- (f) To purchase or otherwise acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company or carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection with the same or which is capable of being conducted so as, directly or indirectly, to benefit the Company.
- (g) To purchase, take on lease, on licence, in exchange, upon option or otherwise acquire and hold any lands, buildings, property (whether leasehold or freehold) or any rights or interests therein or in respect thereof or in any forests, crops or growing produce thereon or any minerals therein or thereunder or any rights to pass thereon or any rights or interests in or over the sea, the sea bed, the sea shore, the sky or in space, or any interests connected or associated with any of the foregoing and to exercise any rights in respect thereof and to develop, improve, alter or manage the same or any part thereof in any way (including, without limitation, construction, demolition, landscaping, planting, draining and

improving) and to farm, harvest or extract anything from the same.

- (h) To purchase, take on lease, on licence, in exchange, upon option, on hire or hire-purchase, or otherwise acquire and hold any personal property, rights or privileges which the Company may think necessary or convenient for the purposes of its business or which may seem to the Company calculated, directly or indirectly, to benefit the Company including, without limitation, the subscription, taking or otherwise acquiring of Securities in any company.
- (i) To apply for, purchase or otherwise acquire and protect and renew any patents, patent rights, inventions, secret processes, recipes, receipts, prescriptions, formulae, trade marks, trade names, designs, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention or process which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company and to use, exercise, develop or grant licences in respect of, or otherwise turn to account, the property, rights or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
- (j) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem, directly or indirectly, calculated to benefit the Company or to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the Securities of any such other company.
- (k) To invest and to deal with the moneys of the Company not immediately required in any manner.
- (l) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession, mutual assistance or otherwise with any person or company carrying on or engaged in or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as, directly or indirectly, to benefit the Company.
- (m) To sell, lease, mortgage or otherwise dispose of the business, property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit and to improve, manage, develop, exchange, licence, turn to account or

otherwise deal with, all or any of the business, property, assets and undertaking of the Company and in particular, without limitation, to accept Securities of any other company in payment or part payment of the consideration payable to the Company in respect of any transaction referred to in this paragraph.

- (n) To establish and maintain or procure the establishment and maintenance of or to adhere to any contributory or non-contributory pension or superannuation funds, schemes or plans for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any Associated Company or who are or were at any time Directors or officers of the Company or of any Associated Company and the spouses, families and dependents of any such persons and also establish and subsidise and subscribe to any associations, institutions, clubs or funds calculated to be for the benefit of the Company and to make payments to or towards the insurance of any such person as aforesaid either alone or in conjunction with any other company and further to do any acts or things or make any arrangements or provisions necessary or desirable to enable all or any of such persons as aforesaid to become shareholders in the Company or otherwise to participate in the profits of the Company or any Associated Company.
- (o) To settle moneys or other assets on the trustee or trustees of any trust, foundation, settlement or institution set up for charitable or benevolent purposes or for any public, general or useful object or to lend money or provide services (with or without interest or charge) to any such trustee or trustees and to pay, subscribe, lend or contribute assets or services of the Company (with or without interest or charge) or give any guarantee or indemnity in respect of any trust, foundation, settlement or institution set up or operating for any such purpose or object or in respect of any exhibition or for any charitable, benevolent, public, general or useful object.
- (p) To borrow or raise money in such manner as the Company shall think fit and in particular, without limitation, by the issue of Securities of the Company (other than shares or stock) and to secure the repayment of any moneys borrowed or raised or any other obligation, debt or liability of any nature of the Company by way of mortgage, charge, lien or other security interest over or in respect of all or any of the Company's undertaking, property or assets (both present and future and including its uncalled capital) upon such terms as to priority and otherwise as the Company shall think fit.

- (q) To lend and advance money or give credit to any person or company and upon such terms as may seem expedient (whether with or without security or any interest or other charge).
- (r) To give any guarantee or indemnity in respect of or otherwise support or secure in any manner (whether by personal covenant or by mortgaging, charging or granting any lien or other security interest over or in respect of all or any part of the Company's undertaking, property or assets, both present and future and including its uncalled capital, or by both such methods) any obligation, debt, liability of any nature of any person or company upon such terms as to priority and otherwise as the Company shall think fit.
- (s) To pay for any rights or property acquired by the Company and to remunerate any person or company whether by way of cash payment or by the allotment of Securities of the Company credited as paid up in full or in part or otherwise.
- (t) Upon any issue of Securities of the Company to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services.
- (u) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (v) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority, person or company any rights, privileges, charters, licenses and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith.
- (w) To undertake and execute any trusts the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (x) To adopt such means of making known the products, investments or services of the Company or any Associated Company as may seem expedient and in particular, without limitation, by advertising in the press or radio or television by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards, scholarships and donations and by sponsoring sports events, theatrical and cinematic performances and exhibitions of all descriptions.

- (y) To apply for, promote and obtain any Act of the Oireachtas or any charter, privilege, licence or authorisation of any government, state or municipality or any ministerial or departmental licence or order for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the interests of the Company or any Associated Company.
- (z) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union or association or to do any lawful act or thing with a view to preventing or resisting, directly or indirectly, any interruption of or interference with the trade or business of the Company or any other trade or business or providing or safeguarding against the same or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interests of the Company or any Associated Company or its or their employees and to subscribe to any association or fund for any such purposes.
- (aa) To undertake and carry on any other trade or business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on by the Company or which is calculated, directly or indirectly, to enhance the value of or render profitable, any of the Company's businesses, rights or property.
- (ab) To do all or any of the matters hereby authorised in any part of the World and with or in respect of persons or companies resident, domiciled, incorporated, registered or carrying on business in any part of the World and either as principal, agent, factor, trustee or otherwise and by or through agents, factors, trustees or otherwise and either alone or in conjunction with others.
- (ac) To distribute in specie or otherwise as may be resolved any of the assets of the Company among the members.
- (ad) To do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them.

Provided that:

- (i) the objects set out in any paragraph of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way

limited to or restricted by reference to or inference from any other object or objects set out in such paragraph or from the terms of any other paragraph or by the name of the Company; none of such paragraphs or the object or objects therein specified shall be deemed subsidiary or ancillary to the objects mentioned in any other paragraph, but the Company shall have full power to exercise all or any of the powers and to achieve and endeavour to achieve all or any of the objects conferred by and provided in any one or more of said paragraphs;

- (ii) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any firm, partnership, association or other body of persons, whether incorporated or not incorporated, and whether resident, domiciled, incorporated, registered, or carrying on business in the State or elsewhere;
- (iii) the expression "Associated Company" in this Clause, shall be deemed to mean any company which for the time being is a subsidiary or holding company (which expressions in this proviso shall bear the meanings respectively ascribed thereto by Section 155 Companies Act, 1963) of the Company, is a subsidiary of a holding company of the Company or is a company in which the Company or any of such companies as aforesaid shall for the time being hold shares entitling the holder thereof to exercise at least one-fifth of the votes at any general meeting of such company (not being voting rights which arise only in specified circumstances); and
- (iv) the expression "Securities" in this Clause, shall be deemed to mean any shares, stocks, bonds, debentures or debenture stock (whether perpetual or not), loan stock, notes, obligations or other securities or assets of any kind, whether corporeal or incorporeal.

3. The liability of the members is limited.

4. The Share Capital of the Company is IR £100 divided into 76 "A" Ordinary Shares of £1 each and 24 "B" Ordinary Shares of IR £1 each.

We, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this Memorandum of Association and we agreed to take the number of shares in the Capital of the Company set opposite our respective names.

Names, addresses and descriptions of subscribers:	Number of Shares Taken by each Subscriber
--	--

Carmel Molloy 32 Downside Skerries Co. Dublin Secretary	One Share
---	-----------

Susan Murray 94 Huntstown Rise Mulhuddart Dublin 15 Secretary	One Share
---	-----------

Total Shares Taken:	Two Shares
---------------------	------------

Dated this 9th day of January 1995

Witness to the above signatures:

Rita Hogan
Law Society
Blackhall Place
Dublin 7
Secretary

1142BH:ms

COMPANIES ACTS, 1963 to 1990

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

MARJOVE LIMITED

REGULATIONS

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1963 (as the same is amended by the Companies Acts, 1963-1990 and with the exception of Regulations 8, 11, 24, 51, 54, 75, 77, 79, 84, 86, 91 to 100 inclusive and 138 thereof) and the Regulations contained in Part II of Table A as aforesaid (as the same is amended as aforesaid and with the exception of Regulations 1 and 9 thereof) shall apply to the Company save in so far as they are excluded or modified hereby and such Regulations together with the Articles hereinafter contained shall constitute the Regulations of the Company.

SHARES

2. (a) The capital of the Company is IR£100 divided into 76 "A" Ordinary Shares of IR£1 each and 24 "B" Ordinary Shares of IR £1 each.
- (b) The "A" Ordinary Shares and the "B" Ordinary Shares shall rank pari passu in all respects save that on a return of assets whether on a winding up or otherwise, the holders of the "A" Ordinary Shares shall be entitled to participate in priority to the holders of the "B" Ordinary Shares but only to the extent of the capital (including share premium), paid up on the "A" Ordinary Shares. On the payment of such amount as aforesaid to the holders of the "A" Ordinary Shares, the holders of the "B" Ordinary Shares shall be entitled to receive the amount of the capital (including share premium) paid up on the B Ordinary Shares and any surplus assets arising after the payment of the paid up capital to the holders of B Ordinary Shares as aforesaid shall be distributed among the holders of the B Ordinary Shares in proportion to the amounts the up or credited as paid up on their shares. If the assets of the Company on a winding up shall be insufficient to make repayment in full of the paid up capital to the holders of the "A" Ordinary Shares or "B" Ordinary Shares as herein provided, the assets available for such purpose in either case shall be distributed in proportion to the

amounts paid up or credited as paid up on their shares.

3. For the purpose of Section 20 Companies (Amendment) Act, 1983, the Directors of the Company are generally and unconditionally authorised to allot relevant securities as defined by Section 20 (10) of the said Act up to a maximum of the authorised but as yet unissued share capital of the Company at the date on which the Company was incorporated. This authority shall expire five years after the date of incorporation of the Company but may be previously revoked or varied by the Company in general meeting and may be renewed by the Company in general meeting for a further period not exceeding five years from the date of such renewal. The Company may make any offer or agreement before the expiry of this authority which would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement.
4. The pre-emption provisions of sub-sections (1) (7) and (8) of Section 23 Companies (Amendment) Act, 1983 shall not apply to any allotment by the Company of equity securities (as defined in such Section).
5. Subject to the provisions of the Companies Act, 1990, any shares may be issued on the terms that they are, or, at the option of the Company are, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.

PURCHASE OF OWN SHARES

6. (a) Subject to the provisions of and to the extent permitted by the Companies Acts, 1963 - 1990 to any rights conferred on the holders of any class of shares and to the following paragraphs of this Article the Company may purchase any of its shares of any class and may cancel any shares so purchased and hold them as Treasury Shares (within the meaning of Section 209 of the Companies Act, 1990) with liberty to reissue any such share or shares as shares of any class or classes.
- (b) The Company shall not exercise any authority granted under Section 213 (off market) or Section 215 (market) of the Companies Act, 1990 to make purchases of its own shares unless the authority required by such Section shall have been granted by special resolution of the Company.
- (c) The Company shall not be required to select the shares to be purchased on a pro rata basis or in any particular manner as between the holder of the shares of the same class or as between the holders of shares of different classes.

LIEN

7. The Company shall have a first and paramount lien on every share for all moneys (whether immediately payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of any person whether he be the sole registered holder thereof or one of two joint holders for all moneys immediately payable by him or his estate to the Company, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Regulation. The Company's lien on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

8. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and need not be attested and Regulation 22 of Table A Part I shall be modified accordingly.
9. No transfer of any share in the capital of the Company (whether on a sale of such shares or transmission thereof by operation of law or otherwise howsoever) shall be registered unless such transfer is approved by resolution of the Directors. Regulations 29 to 32 of Table A Part I shall be modified accordingly.

MEETINGS

10. The following words shall be added to the end of Regulation 53 of Table A Part I, "and fixing the remuneration of Directors".
11. It shall not be necessary to give any notice of any adjourned meeting and Regulation 58 of Table A Part I shall be modified accordingly.
12. A poll may be demanded by the Chairman or by any member present in person or by proxy and Regulation 59 of Table A Part I shall be modified accordingly.
13. Where any meeting of the Company is held at short notice pursuant to Section 133 (3) or Section 141 (2) of the Act it shall be sufficient if the instrument appointing a proxy (and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority) is deposited with the Chairman of the meeting immediately upon the commencement of such meeting and Regulation 70 of Table A Part I shall be modified accordingly.
14. The resolution in writing mentioned in Regulation 6 of Table A Part II may consist of several documents in the like form each signed by one or more members (or being

bodies corporate by their duly authorised representatives).

DIRECTORS

15. The number of Directors shall not be less than two nor, unless and until otherwise determined by the Company by ordinary resolution, more than 5. A Director shall not retire by rotation and Regulation 110 of Table A Part I shall be modified accordingly.
16. A Director shall not require a share qualification but nevertheless shall be entitled to receive notice of and to attend and speak at any general meeting of or any separate meeting of the holders of any class of shares in the Company and Regulation 136 of Table A Part I shall be modified accordingly.
17. (a) Any Director may by writing under his hand appoint (i) any other Director, or (ii) any other person who is approved by the Board of Directors as hereinafter provided, to be his alternate and every such alternate shall be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him (other than the right to appoint an alternate hereunder) provided always that no such appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a simple majority of the whole Board shall have been given and entered in the Directors' Minute Book.

(b) A Director may at any time revoke the appointment of any alternate appointed by him and subject to such approval as aforesaid appoint another person in his place and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

(c) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be

payable out of the remuneration paid to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

- (d) Any appointment or revocation by a Director under this Article shall be effected by notice in writing given under his hand and delivered to the Secretary or lodged at the registered office of the Company.
18. A Director present at a meeting of the Directors shall in addition to his own vote be entitled to one vote in respect of each other Director not present at the meeting who shall have authorised him in respect of such meeting to vote for such other Director in his absence. Any such authority may relate generally to all meetings of the Directors or to any specified meeting or meetings and must be in writing or by telefax, by cable or telegram or telex message, which must be presented to the Secretary for filing prior to or be produced at the first meeting at which a vote is to be cast pursuant thereto.
19. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary or who are or were at any time Directors or officers of the Company or of any such other company aforesaid and hold or have at any time held any salaried employment or office in the Company or such other company and the wives, widows, families and dependents of any such persons and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any such other company as aforesaid or of any such persons as aforesaid and make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition or for any public general or useful object and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Any Director who holds or has held any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument to the extent and upon such terms as may for the time being be permitted or required by law.
20. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to

fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these regulations.

21. The office of a Director shall be vacated if the Director:-
- (a) is adjudged bankrupt in the State or in any part of the World or makes any arrangement or composition with his creditors generally;
 - (b) becomes the subject of a Restriction Order made under Section 150 of the Companies Act, 1990;
 - (c) becomes the subject of a Disqualification Order made under Section 160 of the Companies Act, 1990;
 - (d) in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director;
 - (e) resigns such office by notice in writing to the Company;
 - (f) is convicted of an indictable offence (other than an offence under the Road Traffic Acts for which he is not sentenced to imprisonment and actually imprisoned) unless the Directors otherwise determine; or
 - (g) is removed from office by a resolution duly passed pursuant to Section 182 of the Act or under the provisions of the next succeeding Article hereof.
22. In addition to and without prejudice to the provisions of the Act, the Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in any agreement between the Company and such Director. Any such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company. The Company may, by ordinary resolution, appoint another person in place of any Director so removed from office.
23. Any Director who serves on any committee or who devotes special attention to the business of the Company 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, percentage of profits or otherwise as the Directors may determine.
24. Any such resolution in writing as is referred to in Regulation 109 of Table A Part I may consist of several

documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of meetings of the Directors.

25. Any Director or alternate Director may participate in a meeting of the Directors or any committee of the Directors by means of conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute a presence in person at the meeting.

BORROWING POWERS

26. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party. Debentures, debenture stock and other securities may be made assignable free from any equities between the Company and any person to whom the same may be issued. Any debentures or debenture stock may be issued at a discount, premium or otherwise and with any special rights as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors or otherwise.

NOTICES

27. Every person who, by operation of law, transfer, or other means shall become entitled to any share shall be bound by every notice or other document which, previous to his name and address being entered on the register in respect of such share, shall have been given to the person in whose name the share shall have been previously registered.
28. Any notice or document sent by post to the registered address of any member in pursuance of these presents shall, notwithstanding that such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any shares held by such member (whether solely or jointly with other person or persons) until some other person or persons be registered in his stead as the holder or joint holders thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her executors or administrators, and all persons (if any) jointly interested with him or her in any such share.
29. The signature to any notice to be given by the Company may be written or printed.

INDEMNITY

30. Subject to the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto.

SECRECY

31. No member shall be entitled to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it would be inexpedient in the interests of the members of the Company to communicate to the public.

Names, addresses and descriptions of subscribers:

Carmel Molloy
32 Downside
Skerries
Co. Dublin
Secretary

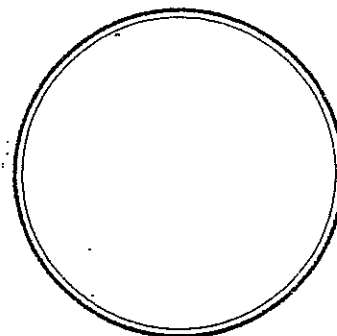
Susan Murray
94 Huntstown Rise
Mulhuddart
Dublin 15
Secretary

Dated this 9th day of January 1995

Witness to the above signatures:

Rita Hogan
Law Society
Blackhall Place
Dublin 7
Secretary

1143BH:ms

Certificate No. 229527**COMPANIES ACTS, 1963 TO 1986**

A
Companies
Registration
Fee Stamp
must be
impressed
here

NOTICE of CONSOLIDATION and DIVISION, or CONVERSION into STOCK of
SHARES, or of the Re-Conversion into Shares of Stock, or of the Subdivision or Redemption or
Cancellation of Shares of.....

MARJOVE

.....Limited

specifying, as the case may be, the shares consolidated, divided, converted, subdivided, redeemed
or cancelled, or the Stock reconverted.

Pursuant to Section 69 of the Companies Act, 1963

This Notice is to be signed by a Director, or the Secretary of the Company

Presented by

William Fry

FitzWILTON House, WILTON PLACE

DUBLIN 2. Ref AP.

TO THE REGISTRAR OF JOINT STOCK COMPANIES

MARJOVE

LIMITED.

hereby gives you notice in accordance with S. 69 of the Companies Act, 1963, that*

the authorised share capital of the Company be reduced by the sum of
IRE99,900 (all of which represents part of the share capital
of the Company which has not been taken or agreed to be taken
any person) such that the authorised capital of this Company be the
sum of IRE100

the existing two issued ordinary shares of IRE1 each be re-designated
as "A" ordinary shares and that the existing unissued share capital of
IRE98 (remaining after resolution 1) be re-designated as 74 "A"
Ordinary shares of IRE1 and 24 "B" ordinary shares of IRE1 each.

Dated the 17th day } Signature Daphne Tease
of June 19 95 } Officer Daphne Tease - Secretary

*e.g. (In the Case of Conversion into Stock) "the 10,000 Ordinary £5 Shares of this Company, numbered 1 to 10,000, have been Converted into £50,000 Ordinary Stock". (In the case of Consolidation and Division) "the 1,000 Preference £10 Shares of this Company, numbered 1 to 1,000 have been Consolidated and Divided into 500 Preference Shares of £20 each, numbered 1 to 500".

MARJOVE LIMITED

RESOLVED AS AN ORDINARY RESOLUTION:

1. That the authorised share capital of the Company be reduced by the sum of IR£99,900 (all of which represents part of the share capital of the Company which has not been taken or agreed to be taken by any person) such that the authorised capital of the Company shall be the sum of IR£100.

I certify that the foregoing ordinary resolution was passed by all the members for the time being entitled to attend and vote on such a resolution at general meetings of the Company (or being bodies corporate by their duly authorised representatives) as evidenced by their respective signatures on the 19 May 1995.

Dated this 19 day of May 1995.

Daphne Tasse
Secretary

MARJOVE LIMITED

RESOLVED AS A SPECIAL RESOLUTION:

2. That the existing two issued Ordinary Shares of IR£1 each be re-designated as "A" Ordinary Shares and that the existing unissued share capital of IR£98 (remaining after resolution 1) be redesignated as 74 "A" Ordinary Shares of IR£1 each and 24 "B" Ordinary Shares of IR£1 each.

I certify that the foregoing special resolution was passed by all the members for the time being entitled to attend and vote on such a resolution at general meetings of the Company (or bodies corporate by their duly authorised representatives) as evidenced by their respective signatures on the 19 May 1995.

Dated this 19 day of May 1995.

Daphne Tessa
Secretary

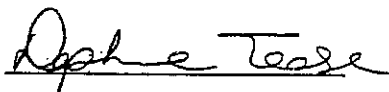
MARJOVE LIMITED

RESOLVED AS A SPECIAL RESOLUTION:

3. That Clause 2 of the Memorandum of Association of the Company be deleted and be replaced by the clause set out in the document annexed hereto and marked with the letter "A".

I certify that the foregoing special resolution was passed by all the members for the time being entitled to attend and vote on such a resolution at general meetings of the Company (or bodies corporate by their duly authorised representatives) as evidenced by their respective signatures on the 19 May 1995.

Dated this 19 day of May 1995.



Secretary

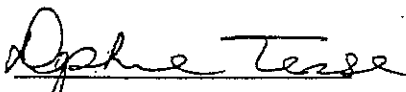
MARJOVE LIMITED

RESOLVED AS A SPECIAL RESOLUTION:

4. That the existing Articles of Association of the Company be deleted and that they be replaced by the Articles of Association set out in the document annexed hereto and marked "B".

I certify that the foregoing special resolution was passed by all the members for the time being entitled to attend and vote on such a resolution at general meetings of the Company (or being bodies corporate by their duly authorised representatives) as evidenced by their respective signatures on the 19 May 1995.

Dated this 19 day of May 1995.


Secretary

2

MINUTES OF FIRST MEETING OF THE DIRECTORS OF
LOTUS GREEN LIMITED
HELD AT THE LAW SOCIETY, BLACKHALL PLACE, DUBLIN 7 ON
11th May, 1995

E8

PRESENT: CARMEL MOLLOY
SUSAN MURRAY

1. The certificate of Incorporation of the Company dated the 22nd day of February, 1995 was laid on the table together with a print of the Memorandum & Articles of Association and an instrument signed by the subscribers to the Memorandum of Association appointing as First Directors of the Company the following persons;

CARMEL MOLLOY,
SUSAN MURRAY.

2. It was confirmed that pursuant to the Articles of Association the quorum for the Meetings of the Board shall unless otherwise resolved be two.

3. It was resolved that CARMEL MOLLOY, be appointed Secretary of the Company to hold that office until otherwise resolved.

4. It was resolved that with effect from 11th May, 1995, the registered office of the Company be changed from The Law Society, Blackhall Place, Dublin 7, to be now situate at Fitzwilton House, Wilton Place, Dublin 2. and the Register of Members be kept thereat. The Secretary was instructed to file the Notice of Change of Situation of the Registered Office in the Companies Office.

It was resolved that the Secretary be instructed to enter the names of the subscribers in the Register of Members:

6. It was resolved that the undermentioned transfers of Subscribers Shares be approved and registered subject to their being duly stamped and presented for registration in accordance with the provisions of the Articles of Association.

Transfer No. 1	from	CARMEL MOLLOY,
	to	FRYMOUNT LIMITED

Transfer No.2	from	SUSAN MURRAY
	to	LOWERMOUNT NOMINEES LTD.

7. The Secretary was authorised to issue Certificates for the shares allotted and transferred at Minutes 5 and 6 above and it was resolved that the Seal of the Company be affixed thereto.

8. It was resolved that DAPHNE TEASE and MICHAEL SCHOLEFIELD (having given their written consent) be appointed Directors of the Company and DAPHNE TEASE (having given his/her written consent) be appointed Secretary, such appointment to take effect at the end of this meeting.

9. Letters of resignation from CARMEL MOLLOY, as director and secretary, and SUSAN MURRAY as Director were produced and it was resolved that such resignations be and are hereby accepted with effect from the conclusion of this meeting. The Secretary was instructed to file the appropriate form relating to such changes of Directors and Secretary with the Registrar of Companies.

The meeting then terminated.

(Signed) S. Murray

Dated this 11th day of May, 1995.

NUMBER

229218

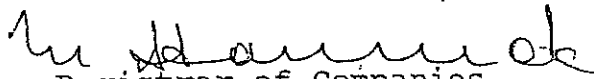
Certificate of Incorporation

I hereby certify that

LOTUS GREEN LIMITED

is this day incorporated under
the Companies Acts 1963 to 1990
and that the company is limited.

Given under my hand at Dublin, this
Wednesday, the 22nd day of February, 1995


For Registrar of Companies

Fees and Deed Stamps	165.00
Stamp Duty on Capital	1.00

SHARE OR
STOCK
TRANSFER
FORM

(Above this line for Registrars only)

Consideration Money £	Certificate lodged with the Registrar (For completion by the Registrar/Stock Exchange)
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Full name of Undertaking.	LOTUS GREEN LIMITED
---------------------------	---------------------

Full description of Security.	ORDINARY SHARE
-------------------------------	----------------

Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of unit, if any.	Words ONE	Figures (1 units of £1)
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<p>Names of registered holder(s) should be given in full; the address should be given where there is only one holder.</p> <p>transfer is not valid unless the registered holder(s) insert also the appropriate capacity (e.g., Executive/Full of the person(s) making the transfer.</p>	<p>In the name(s) of</p> <p>Susan Murray, c/o The Law Society, Dublin</p>
---	---

<p>I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Part 2 of Brokers Transfer Forms relating to the above security:</p> <p>Delete words in heavy type except for stock exchange transactions.</p> <p>Signature(s) of transferor(s)</p> <p><i>S. Murray</i></p> <p>1.....</p> <p>2.....</p> <p>3.....</p> <p>4.....</p> <p>Bodies corporate should execute under their common seal.</p>	<p>Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions of Agent(s), if any, acting for the Transferor(s).</p> <p>Date..... 11/5/95.....</p>
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<p>Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.</p> <p>Please state title, if any, or whether Mr., Mrs. or Miss. Please complete in typewriting or in Block Capitals.</p>	<p>Lower Mount Nominees Limited, First Floor, Fitzwilton House, Wilton Place, Dublin 2.</p>
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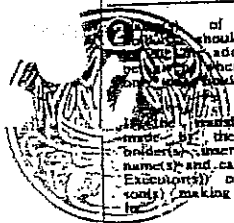
I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

HARE OR
STOCK
TRANSFER
FORM

(Above this line for Registrars only)

Consideration Money £		Certificate lodged with the Registrar
		(For completion by the Registrar/Stock Exchange)
Full name of Under-taking.	LOTUS GREEN LIMITED	
Full description of Security.	ORDINARY SHARE	
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words ONE	Figures (1 units of £1)



of registered
should be given
address should
be given where there is
no other address.

If the transfer is not
made by the registered
broker, insert also the
names and capacity (e.g.,
Executors) of the per-
sons making the trans-
fer.

In the name(s) of

Carmel Molloy,
c/o The Law Society,
Dublin

1/ We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Parts 2 of Brokers Transfer Forms relating to the above security:

Delete words in heavy type except for stock exchange transactions.

Signature(s) of transferor(s)

1. *C Molloy*
2. _____
3. _____
4. _____

Bodies corporate should execute under their common seal.

Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions of Agent(s), if any, acting for the Transferor(s).

Date.....11/5/95.....

Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.

Please state title, if any, or whether Mr., Mrs. or Miss. Please complete in typewriting or in Block Capitals.

Frymount Limited,
First Floor,
Fitzwilton House,
Wilton Place,
Dublin 2.

1/ We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

SHARE CERTIFICATE

NO. 3

Lotus Green

LIMITED

This is to Certify that Frymount Limited
of Fitzwilton House, Wilton Place, Dublin 2.
is the Registered Proprietor of one
Fully Paid ordinary Shares of IRE1
each, numbered 3 to 3 inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given under the Common Seal of the Company
the 11th day of May 19 95

Michael Ashelfield
Daphne Tessa

DIRECTORS

SECRETARY

SHARE CERTIFICATE

NO. 4

Lotus Green

LIMITED

This is to Certify that Lower Mount Nominees Limited
of Fitzwilton House, Wilton Place, Dublin 2.
is the Registered Proprietor of one
Fully Paid ordinary Shares of IRE1
each, numbered 4 to 4 inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given under the Common Seal of the Company
the 11th day of May 19 95

Michael Ashelfield
Daphne Tessa

DIRECTORS

Companies Registration Form

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Form
SF-2
1990

Section 1
Companies Act 1990

Company Number
2 2 9 2 1 8

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name LOTUS GREEN

gives notice of the following change(s) Mr Michael Scholefield AND Mrs Daphne Tease were appointed directors of the company. Mrs Daphne Tease was appointed as secretary of the company. Limited

Date change(s) take(s) effect 11 Day 05 Month 95 Year

Particulars of new director (including shadow director) ~~secretary~~

Surname	<u>Scholefield</u>	Forename	<u>Michael Patrick</u>
Former surname		Former forename	
Business Occupation	<u>CHARTERED ACCOUNTANT</u>	Date of Birth	<u>Day 19 Month 12 Year 1959</u>
Home address	<u>29 BRINGTON ROAD RATHGAR DUBLIN 6</u>	Nationality	<u>IRISH</u>

Other directorships see attached Registered at _____ Company number _____

I hereby consent to act as director ~~secretary~~ of the
aforementioned company

Signature Michael Scholefield Date 11/5/95

I hereby certify that the particulars contained in this
form are correct

☒ Director ☒ Company Secretary

Signature Daphne Tease Date 11/5/95

Name DAPHNE TEASE

Presenter's Name
WILLIAM FRY

Address
Fitzwilton House
Wilton Place
Dublin 2

Telephone Number 6681 711

Reference 2439-131-BH

Particulars of directors (Including shadow directors)/secretary

Surname TEASE Forename DAPHNE TYNAN
 Former surname _____ Former forename _____
 Business Occupation CHARTERED ACCOUNTANT. Date of Birth 22 Day 05 Month Year 1955
 Home address KILDRUM
BRIGHTON ROAD
FOXROCK DUBLIN 18

Other directorships

Registered at DATE 26/5

Company number

see attached

I hereby consent to act as director / secretary of the
 aforementioned company

Signature Daphne Tease X

Date 11/5/95

Surname TEASE

Forename DAPHNE TYNAN

Former surname _____

Former forename _____

Business Occupation _____

Date of Birth 22 Day 05 Month 55 Year

Home address _____

Nationality BRITISH

KILDRUM
BRIGHTON ROAD
FOXROCK
DUBLIN 18

Other directorships

Registered at _____

Company number

see attached

I hereby consent to act as director / secretary of the
 aforementioned company

Signature Daphne Tease X

Date 11/5/95

Surname _____

Forename _____

Former surname _____

Former forename _____

Business Occupation _____

Date of Birth _____ Day _____ Month _____ Year _____

Home address _____

Nationality _____

Other directorships

Registered at _____

Company number

I hereby consent to act as director / secretary
 of the aforementioned company

Signature _____

Date _____

Surname _____

Forename _____

Former surname _____

Former forename _____

Business Occupation _____

Date of Birth _____ Day _____ Month _____ Year _____

Home address _____

Nationality _____

Other directorships

Registered at _____

Company number

I hereby consent to act as director / secretary
 of the aforementioned company

Signature _____

Date _____

Companies Registration Office

Notice of change in the situation of the
registered office

Companies Acts 1963 to 1990

Company number

2 2 9 2 1 8

B2

Company name

LOTUS GREEN

Limited

Situation of the registered office

FITZWILTON HOUSE
WILTON PLACE
DUBLIN 2 IRELAND

Date of change of registered office

Day 11

Month

May

Year 1995

I hereby certify that the above particulars are correct
Signature

☒ Director ☒ Company secretary

Date

11/5/95

Name

DAPHNE TEASE

Presenter's name

WILLIAM FRY

Address

Fitzwilton House
Wilton Place
Dublin 2

Reference 2439-131

LOTUS GREEN LIMITED

E 9

We, the undersigned, being the holders of the entire issued share capital of Lotus Green Limited hereby resolve as follows:-

"(1) Special Resolution.

That Clause 2 of the Memorandum of Association of the Company be deleted and be replaced by the clause set out in the document annexed hereto and marked with the letter "A".

(2) Special Resolution.

That the existing Articles of Association of the Company be deleted and that they be replaced by the Articles of Association set out in the document annexed hereto and marked "B".

Dated 19 May 1995

A. F. Price, Director
Frymount Limited

Brendan Hengle, Director
Lower Mount Nominees Limited

LOTUS GREEN LIMITED

A

2. The objects for which the Company is established are:-

- (a) To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.
- (b) To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise and whether or not fully paid up and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
- (c) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the company of such special proportion of the issued or nominal amount thereof and to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
- (d) To undertake the management and control and supervision of the business or operations of any person or company and in particular, without limitation, to plan and effectively carry out the organisation of and to initiate and to carry out schemes for the promotion and expansion of any such business, to engage in research into all problems relating to investment, property, financial, portfolio, industrial and business management, to

carry out all or any work of a clerical, secretarial, managerial or other like nature, to provide staff and services, to prepare and deal with accounts, returns, forms and all documents required to be prepared and furnished in relation to any such bodies, to direct and carry out all advertising and publicity for any such business, and generally to do all acts and things (including the receipt and payment of money) necessary to be done for the supervision of the day to day running of any such business and to enter into contracts with any such company for the carrying out of the works or provisions of any of the services which the Company is authorised to perform or provide.

- (e) To promote, develop and secure the interests of the group of companies which for the time being shall consist of the Company and any company which for the time being is an Associated Company and to so do in such manner as the Company may think fit and in particular, without limitation, by giving any guarantee, indemnity, support or security, in respect of or, directly or indirectly, assuming any liability or obligation of, any Associated Company, by making any payment or loan or disposition of any property, assets or rights to or for the benefit of any Associated Company or acquiring any property, assets or rights from any Associated Company notwithstanding that the Company may not receive in respect of any such transaction full or adequate consideration therefor or any consideration whatsoever or may pay consideration which would or might be in excess of an arms' length consideration.
- (f) To purchase or otherwise acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company or carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection with the same or which is capable of being conducted so as, directly or indirectly, to benefit the Company.
- (g) To purchase, take on lease, on licence, in exchange, upon option or otherwise acquire and hold any lands, buildings, property (whether leasehold or freehold) or any rights or interests therein or in respect thereof or in any forests, crops or growing produce thereon or any minerals therein or thereunder or any rights to pass thereon or any rights or interests in or over the sea, the sea bed, the sea shore, the sky or in space, or any interests connected or associated with any of the foregoing and to exercise any rights in respect thereof and to develop, improve, alter or manage the same or any part thereof in any way (including, without limitation, construction, demolition, landscaping, planting, draining and

improving) and to farm, harvest or extract anything from the same.

- (h) To purchase, take on lease, on licence, in exchange, upon option, on hire or hire-purchase, or otherwise acquire and hold any personal property, rights or privileges which the Company may think necessary or convenient for the purposes of its business or which may seem to the Company calculated, directly or indirectly, to benefit the Company including, without limitation, the subscription, taking or otherwise acquiring of Securities in any company.
- (i) To apply for, purchase or otherwise acquire and protect and renew any patents, patent rights, inventions, secret processes, recipes, receipts, prescriptions, formulae, trade marks, trade names, designs, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention or process which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company and to use, exercise, develop or grant licences in respect of, or otherwise turn to account, the property, rights or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
- (j) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem, directly or indirectly, calculated to benefit the Company or to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the Securities of any such other company.
- (k) To invest and to deal with the moneys of the Company not immediately required in any manner.
- (l) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession, mutual assistance or otherwise with any person or company carrying on or engaged in or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as, directly or indirectly, to benefit the Company.
- (m) To sell, lease, mortgage or otherwise dispose of the business, property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit and to improve, manage, develop, exchange, licence, turn to account or

otherwise deal with, all or any of the business, property, assets and undertaking of the Company and in particular, without limitation, to accept Securities of any other company in payment or part payment of the consideration payable to the Company in respect of any transaction referred to in this paragraph.

- (n) To establish and maintain or procure the establishment and maintenance of or to adhere to any contributory or non-contributory pension or superannuation funds, schemes or plans for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any Associated Company or who are or were at any time Directors or officers of the Company or of any Associated Company and the spouses, families and dependents of any such persons and also establish and subsidise and subscribe to any associations, institutions, clubs or funds calculated to be for the benefit of the Company and to make payments to or towards the insurance of any such person as aforesaid either alone or in conjunction with any other company and further to do any acts or things or make any arrangements or provisions necessary or desirable to enable all or any of such persons as aforesaid to become shareholders in the Company or otherwise to participate in the profits of the Company or any Associated Company.
- (o) To settle moneys or other assets on the trustee or trustees of any trust, foundation, settlement or institution set up for charitable or benevolent purposes or for any public, general or useful object or to lend money or provide services (with or without interest or charge) to any such trustee or trustees and to pay, subscribe, lend or contribute assets or services of the Company (with or without interest or charge) or give any guarantee or indemnity in respect of any trust, foundation, settlement or institution set up or operating for any such purpose or object or in respect of any exhibition or for any charitable, benevolent, public, general or useful object.
- (p) To borrow or raise money in such manner as the Company shall think fit and in particular, without limitation, by the issue of Securities of the Company (other than shares or stock) and to secure the repayment of any moneys borrowed or raised or any other obligation, debt or liability of any nature of the Company by way of mortgage, charge, lien or other security interest over or in respect of all or any of the Company's undertaking, property or assets (both present and future and including its uncalled capital) upon such terms as to priority and otherwise as the Company shall think fit.

- (q) To lend and advance money or give credit to any person or company and upon such terms as may seem expedient (whether with or without security or any interest or other charge).
- (r) To give any guarantee or indemnity in respect of or otherwise support or secure in any manner (whether by personal covenant or by mortgaging, charging or granting any lien or other security interest over or in respect of all or any part of the Company's undertaking, property or assets, both present and future and including its uncalled capital, or by both such methods) any obligation, debt, liability of any nature of any person or company upon such terms as to priority and otherwise as the Company shall think fit.
- (s) To pay for any rights or property acquired by the Company and to remunerate any person or company whether by way of cash payment or by the allotment of Securities of the Company credited as paid up in full or in part or otherwise.
- (t) Upon any issue of Securities of the Company to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services.
- (u) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (v) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority, person or company any rights, privileges, charters, licenses and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith.
- (w) To undertake and execute any trusts the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (x) To adopt such means of making known the products, investments or services of the Company or any Associated Company as may seem expedient and in particular, without limitation, by advertising in the press or radio or television by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards, scholarships and donations and by sponsoring sports events, theatrical and cinematic performances and exhibitions of all descriptions.

- (y) To apply for, promote and obtain any Act of the Oireachtas or any charter, privilege, licence or authorisation of any government, state or municipality or any ministerial or departmental licence or order for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the interests of the Company or any Associated Company.
- (z) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union or association or to do any lawful act or thing with a view to preventing or resisting, directly or indirectly, any interruption of or interference with the trade or business of the Company or any other trade or business or providing or safeguarding against the same or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interests of the Company or any Associated Company or its or their employees and to subscribe to any association or fund for any such purposes.
- (aa) To undertake and carry on any other trade or business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on by the Company or which is calculated, directly or indirectly, to enhance the value of or render profitable, any of the Company's businesses, rights or property.
- (ab) To do all or any of the matters hereby authorised in any part of the World and with or in respect of persons or companies resident, domiciled, incorporated, registered or carrying on business in any part of the World and either as principal, agent, factor, trustee or otherwise and by or through agents, factors, trustees or otherwise and either alone or in conjunction with others.
- (ac) To distribute in specie or otherwise as may be resolved any of the assets of the Company among the members.
- (ad) To do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them.

Provided that:

- (i) the objects set out in any paragraph of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way

limited to or restricted by reference to or inference from any other object or objects set out in such paragraph or from the terms of any other paragraph or by the name of the Company; none of such paragraphs or the object or objects therein specified shall be deemed subsidiary or ancillary to the objects mentioned in any other paragraph, but the Company shall have full power to exercise all or any of the powers and to achieve and endeavour to achieve all or any of the objects conferred by and provided in any one or more of said paragraphs;

- (ii) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any firm, partnership, association or other body of persons, whether incorporated or not incorporated, and whether resident, domiciled, incorporated, registered, or carrying on business in the State or elsewhere;
- (iii) the expression "Associated Company" in this Clause, shall be deemed to mean any company which for the time being is a subsidiary or holding company (which expressions in this proviso shall bear the meanings respectively ascribed thereto by Section 155 Companies Act, 1963) of the Company, is a subsidiary of a holding company of the Company or is a company in which the Company or any of such companies as aforesaid shall for the time being hold shares entitling the holder thereof to exercise at least one-fifth of the votes at any general meeting of such company (not being voting rights which arise only in specified circumstances); and
- (iv) the expression "Securities" in this Clause, shall be deemed to mean any shares, stocks, bonds, debentures or debenture stock (whether perpetual or not), loan stock, notes, obligations or other securities or assets of any kind, whether corporeal or incorporeal.

B1.

COMPANIES ACTS, 1963 to 1990

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LOTUS GREEN LIMITED

REGULATIONS

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1963 (as the same is amended by the Companies Acts, 1963-1990 and with the exception of Regulations 8, 11, 24, 51, 54, 75, 77, 79, 84, 86, 91 to 100 inclusive and 138 thereof) and the Regulations contained in Part II of Table A as aforesaid (as the same is amended as aforesaid and with the exception of Regulations 1 and 9 thereof) shall apply to the Company save in so far as they are excluded or modified hereby and such Regulations together with the Articles hereinafter contained shall constitute the Regulations of the Company.

SHARES

2. The Share Capital of the Company is £100,000 divided into 100,000 Ordinary Shares of £1 each.
3. For the purpose of Section 20 Companies (Amendment) Act, 1983, the Directors of the Company are generally and unconditionally authorised to allot relevant securities as defined by Section 20 (10) of the said Act up to a maximum of the authorised but as yet unissued share capital of the Company at the date on which the Company was incorporated. This authority shall expire five years after the date of incorporation of the Company but may be previously revoked or varied by the Company in general meeting and may be renewed by the Company in general meeting for a further period not exceeding five years from the date of such renewal. The Company may make any offer or agreement before the expiry of this authority which would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement.
4. The pre-emption provisions of sub-sections (1) (7) and (8) of Section 23 Companies (Amendment) Act, 1983 shall not apply to any allotment by the Company of equity securities (as defined in such Section).
5. Subject to the provisions of the Companies Act, 1990, any shares may be issued on the terms that they are, or, at

the option of the Company are, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.

PURCHASE OF OWN SHARES

6. (a) Subject to the provisions of and to the extent permitted by the Companies Acts, 1963 - 1990 to any rights conferred on the holders of any class of shares and to the following paragraphs of this Article the Company may purchase any of its shares of any class and may cancel any shares so purchased and hold them as Treasury Shares (within the meaning of Section 209 of the Companies Act, 1990) with liberty to reissue any such share or shares as shares of any class or classes.
- (b) The Company shall not exercise any authority granted under Section 213 (off market) or Section 215 (market) of the Companies Act, 1990 to make purchases of its own shares unless the authority required by such Section shall have been granted by special resolution of the Company.
- (c) The Company shall not be required to select the shares to be purchased on a pro rata basis or in any particular manner as between the holder of the shares of the same class or as between the holders of shares of different classes.

LIEN

7. The Company shall have a first and paramount lien on every share for all moneys (whether immediately payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of any person whether he be the sole registered holder thereof or one of two joint holders for all moneys immediately payable by him or his estate to the Company, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Regulation. The Company's lien on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

8. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and need not be attested and Regulation 22 of Table A Part I shall be modified accordingly.
9. No transfer of any share in the capital of the Company (whether on a sale of such shares or transmission thereof by operation of law or otherwise howsoever) shall be registered unless such transfer is approved by resolution

of the Directors. Regulations 29 to 32 of Table A Part I shall be modified accordingly.

MEETINGS

10. The following words shall be added to the end of Regulation 53 of Table A Part I, "and fixing the remuneration of Directors".
11. It shall not be necessary to give any notice of any adjourned meeting and Regulation 58 of Table A Part I shall be modified accordingly.
12. A poll may be demanded by the Chairman or by any member present in person or by proxy and Regulation 59 of Table A Part I shall be modified accordingly.
13. Where any meeting of the Company is held at short notice pursuant to Section 133 (3) or Section 141 (2) of the Act it shall be sufficient if the instrument appointing a proxy (and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority) is deposited with the Chairman of the meeting immediately upon the commencement of such meeting and Regulation 70 of Table A Part I shall be modified accordingly.
14. The resolution in writing mentioned in Regulation 6 of Table A Part II may consist of several documents in the like form each signed by one or more members (or being bodies corporate by their duly authorised representatives).

DIRECTORS

15. The number of Directors shall not be less than two nor, unless and until otherwise determined by the Company by ordinary resolution, more than 5. A Director shall not retire by rotation and Regulation 110 of Table A Part I shall be modified accordingly.
16. A Director shall not require a share qualification but nevertheless shall be entitled to receive notice of and to attend and speak at any general meeting of or any separate meeting of the holders of any class of shares in the Company and Regulation 136 of Table A Part I shall be modified accordingly.
17. (a) Any Director may by writing under his hand appoint (i) any other Director, or (ii) any other person who is approved by the Board of Directors as hereinafter provided, to be his alternate and every such alternate shall be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of Directors, and to exercise

all the powers, rights, duties and authorities of the Director appointing him (other than the right to appoint an alternate hereunder) provided always that no such appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a simple majority of the whole Board shall have been given and entered in the Directors' Minute Book.

- (b) A Director may at any time revoke the appointment of any alternate appointed by him and subject to such approval as aforesaid appoint another person in his place and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.
 - (c) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration paid to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.
 - (d) Any appointment or revocation by a Director under this Article shall be effected by notice in writing given under his hand and delivered to the Secretary or lodged at the registered office of the Company.
18. A Director present at a meeting of the Directors shall in addition to his own vote be entitled to one vote in respect of each other Director not present at the meeting who shall have authorised him in respect of such meeting to vote for such other Director in his absence. Any such authority may relate generally to all meetings of the Directors or to any specified meeting or meetings and must be in writing or by telefax, by cable or telegram or telex message, which must be presented to the Secretary for filing prior to or be produced at the first meeting at which a vote is to be cast pursuant thereto.
19. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the

benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary or who are or were at any time Directors or officers of the Company or of any such other company aforesaid and hold or have at any time held any salaried employment or office in the Company or such other company and the wives, widows, families and dependents of any such persons and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any such other company as aforesaid or of any such persons as aforesaid and make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition or for any public general or useful object and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Any Director who holds or has held any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument to the extent and upon such terms as may for the time being be permitted or required by law.

20. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these regulations.
21. The office of a Director shall be vacated if the Director:-
 - (a) is adjudged bankrupt in the State or in any part of the World or makes any arrangement or composition with his creditors generally;
 - (b) becomes the subject of a Restriction Order made under Section 150 of the Companies Act, 1990;
 - (c) becomes the subject of a Disqualification Order made under Section 160 of the Companies Act, 1990;
 - (d) in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director;
 - (e) resigns such office by notice in writing to the Company;

(f) is convicted of an indictable offence (other than an offence under the Road Traffic Acts for which he is not sentenced to imprisonment and actually imprisoned) unless the Directors otherwise determine; or

(g) is removed from office by a resolution duly passed pursuant to Section 182 of the Act or under the provisions of the next succeeding Article hereof.

22. In addition to and without prejudice to the provisions of the Act, the Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in any agreement between the Company and such Director. Any such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company. The Company may, by ordinary resolution, appoint another person in place of any Director so removed from office.

23. Any Director who serves on any committee or who devotes special attention to the business of the Company 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, percentage of profits or otherwise as the Directors may determine.

24. Any such resolution in writing as is referred to in Regulation 109 of Table A Part I may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of meetings of the Directors.

25. Any Director or alternate Director may participate in a meeting of the Directors or any committee of the Directors by means of conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute a presence in person at the meeting.

BORROWING POWERS

26. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party. Debentures, debenture stock and other securities may be made assignable free from any equities between the Company and any person to whom the same may be issued. Any debentures or debenture stock may be issued at a discount, premium or otherwise and with any special rights

as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors or otherwise.

NOTICES

27. Every person who, by operation of law, transfer, or other means shall become entitled to any share shall be bound by every notice or other document which, previous to his name and address being entered on the register in respect of such share, shall have been given to the person in whose name the share shall have been previously registered.
28. Any notice or document sent by post to the registered address of any member in pursuance of these presents shall, notwithstanding that such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any shares held by such member (whether solely or jointly with other person or persons) until some other person or persons be registered in his stead as the holder or joint holders thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her executors or administrators, and all persons (if any) jointly interested with him or her in any such share.
29. The signature to any notice to be given by the Company may be written or printed.

INDEMNITY

30. Subject to the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto.

SECRECY

31. No member shall be entitled to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it would be inexpedient in the interests of the members of the Company to communicate to the public.

Names, addresses and descriptions of subscribers:

Carmel Molloy
32 Downside
Skerries
Co. Dublin
Secretary

Susan Murray
94 Huntstown Rise
Mulhuddart
Dublin 15
Secretary

Dated this 9th day of January 1995

Witness to the above signatures:

Rita Hogan
Law Society
Blackhall Place
Dublin 7
Secretary

1145BH:ms

2nd Memo &
Articles

E10

COMPANIES ACTS, 1963 to 1990
Company Limited by Shares

Memorandum
AND
Articles of Association
OF
LOTUS GREEN LIMITED

(3)

25/8/95
now replaced
2nd
replaced
2nd
replaced

WILLIAM FRY
SOLICITORS
Fitzwilton House, Wilton Place, Dublin 2.

COMPANIES ACTS, 1963 to 1990

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION ;

OF

LOTUS GREEN LIMITED

1. The name of the Company is Lotus Green Limited.
2. The objects for which the Company is established are:-
 - (a) To carry on the business of an investment company and for that purpose to acquire and hold either in the name of the company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world.
 - (b) To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise and whether or not fully paid up and to subscribe for the same subject to such terms and conditions (if any) as may be thought fit.
 - (c) To exercise and enforce all rights and powers conferred by or incident to the ownership of any such shares, stock obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the company of such special proportion of the issued or nominal amount thereof and to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.
 - (d) To undertake the management and control and supervision of the business or operations of any person or company and in particular, without limitation, to plan and effectively carry out the organisation of and to initiate and to carry out schemes for the promotion and expansion of any such business, to engage in research into all problems relating to investment, property, financial, portfolio, industrial and business management, to

carry out all or any work of a clerical, secretarial, managerial or other like nature, to provide staff and services, to prepare and deal with accounts, returns, forms and all documents required to be prepared and furnished in relation to any such bodies, to direct and carry out all advertising and publicity for any such business, and generally to do all acts and things (including the receipt and payment of money) necessary to be done for the supervision of the day to day running of any such business and to enter into contracts with any such company for the carrying out of the works or provisions of any of the services which the Company is authorised to perform or provide.

- (e) To promote, develop and secure the interests of the group of companies which for the time being shall consist of the Company and any company which for the time being is an Associated Company and to so do in such manner as the Company may think fit and in particular, without limitation, by giving any guarantee, indemnity, support or security, in respect of or, directly or indirectly, assuming any liability or obligation of, any Associated Company, by making any payment or loan or disposition of any property, assets or rights to or for the benefit of any Associated Company or acquiring any property, assets or rights from any Associated Company notwithstanding that the Company may not receive in respect of any such transaction full or adequate consideration therefor or any consideration whatsoever or may pay consideration which would or might be in excess of an arms' length consideration.
- (f) To purchase or otherwise acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company or carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on in connection with the same or which is capable of being conducted so as, directly or indirectly, to benefit the Company.
- (g) To purchase, take on lease, on licence, in exchange, upon option or otherwise acquire and hold any lands, buildings, property (whether leasehold or freehold) or any rights or interests therein or in respect thereof or in any forests, crops or growing produce thereon or any minerals therein or thereunder or any rights to pass thereon or any rights or interests in or over the sea, the sea bed, the sea shore, the sky or in space, or any interests connected or associated with any of the foregoing and to exercise any rights in respect thereof and to develop, improve, alter or manage the same or any part thereof in any way (including, without limitation, construction, demolition, landscaping, planting, draining and

improving) and to farm, harvest or extract anything from the same.

- (h) To purchase, take on lease, on licence, in exchange, upon option, on hire or hire-purchase, or otherwise acquire and hold any personal property, rights or privileges which the Company may think necessary or convenient for the purposes of its business or which may seem to the Company calculated, directly or indirectly, to benefit the Company including, without limitation, the subscription, taking or otherwise acquiring of Securities in any company.
- (i) To apply for, purchase or otherwise acquire and protect and renew any patents, patent rights, inventions, secret processes, recipes, receipts, prescriptions, formulae, trade marks, trade names, designs, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention or process which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company and to use, exercise, develop or grant licences in respect of, or otherwise turn to account, the property, rights or information so acquired and to expend money in experimenting upon, testing or improving any such patents, inventions or rights.
- (j) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem, directly or indirectly, calculated to benefit the Company or to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the Securities of any such other company.
- (k) To invest and to deal with the moneys of the Company not immediately required in any manner.
- (l) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession, mutual assistance or otherwise with any person or company carrying on or engaged in or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction therewith or which is capable of being conducted so as, directly or indirectly, to benefit the Company.
- (m) To sell, lease, mortgage or otherwise dispose of the business, property, assets or undertaking of the Company or any part thereof for such consideration as the Company may think fit and to improve, manage, develop, exchange, licence, turn to account or

otherwise deal with, all or any of the business, property, assets and undertaking of the Company and in particular, without limitation, to accept Securities of any other company in payment or part payment of the consideration payable to the Company in respect of any transaction referred to in this paragraph.

- (n) To establish and maintain or procure the establishment and maintenance of or to adhere to any contributory or non-contributory pension or superannuation funds, schemes or plans for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any Associated Company or who are or were at any time Directors or officers of the Company or of any Associated Company and the spouses, families and dependents of any such persons and also establish and subsidise and subscribe to any associations, institutions, clubs or funds calculated to be for the benefit of the Company and to make payments to or towards the insurance of any such person as aforesaid either alone or in conjunction with any other company and further to do any acts or things or make any arrangements or provisions necessary or desirable to enable all or any of such persons as aforesaid to become shareholders in the Company or otherwise to participate in the profits of the Company or any Associated Company.
- (o) To settle moneys or other assets on the trustee or trustees of any trust, foundation, settlement or institution set up for charitable or benevolent purposes or for any public, general or useful object or to lend money or provide services (with or without interest or charge) to any such trustee or trustees and to pay, subscribe, lend or contribute assets or services of the Company (with or without interest or charge) or give any guarantee or indemnity in respect of any trust, foundation, settlement or institution set up or operating for any such purpose or object or in respect of any exhibition or for any charitable, benevolent, public, general or useful object.
- (p) To borrow or raise money in such manner as the Company shall think fit and in particular, without limitation, by the issue of Securities of the Company (other than shares or stock) and to secure the repayment of any moneys borrowed or raised or any other obligation, debt or liability of any nature of the Company by way of mortgage, charge, lien or other security interest over or in respect of all or any of the Company's undertaking, property or assets (both present and future and including its uncalled capital) upon such terms as to priority and otherwise as the Company shall think fit.

- (q) To lend and advance money or give credit to any person or company and upon such terms as may seem expedient (whether with or without security or any interest or other charge).
- (r) To give any guarantee or indemnity in respect of or otherwise support or secure in any manner (whether by personal covenant or by mortgaging, charging or granting any lien or other security interest over or in respect of all or any part of the Company's undertaking, property or assets, both present and future and including its uncalled capital, or by both such methods) any obligation, debt, liability of any nature of any person or company upon such terms as to priority and otherwise as the Company shall think fit.
- (s) To pay for any rights or property acquired by the Company and to remunerate any person or company whether by way of cash payment or by the allotment of Securities of the Company credited as paid up in full or in part or otherwise.
- (t) Upon any issue of Securities of the Company to employ brokers, commission agents and underwriters and to provide for the remuneration of such persons for their services.
- (u) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (v) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority, person or company any rights, privileges, charters, licenses and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith.
- (w) To undertake and execute any trusts the undertaking whereof may seem desirable and either gratuitously or otherwise.
- (x) To adopt such means of making known the products, investments or services of the Company or any Associated Company as may seem expedient and in particular, without limitation, by advertising in the press or radio or television by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards, scholarships and donations and by sponsoring sports events, theatrical and cinematic performances and exhibitions of all descriptions.

- (y) To apply for, promote and obtain any Act of the Oireachtas or any charter, privilege, licence or authorisation of any government, state or municipality or any ministerial or departmental licence or order for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the interests of the Company or any Associated Company.
- (z) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union or association or to do any lawful act or thing with a view to preventing or resisting, directly or indirectly, any interruption of or interference with the trade or business of the Company or any other trade or business or providing or safeguarding against the same or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interests of the Company or any Associated Company or its or their employees and to subscribe to any association or fund for any such purposes.
- (aa) To undertake and carry on any other trade or business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on by the Company or which is calculated, directly or indirectly, to enhance the value of or render profitable, any of the Company's businesses, rights or property.
- (ab) To do all or any of the matters hereby authorised in any part of the World and with or in respect of persons or companies resident, domiciled, incorporated, registered or carrying on business in any part of the World and either as principal, agent, factor, trustee or otherwise and by or through agents, factors, trustees or otherwise and either alone or in conjunction with others.
- (ac) To distribute in specie or otherwise as may be resolved any of the assets of the Company among the members.
- (ad) To do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them.

Provided that:

- (i) the objects set out in any paragraph of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way

limited to or restricted by reference to or inference from any other object or objects set out in such paragraph or from the terms of any other paragraph or by the name of the Company; none of such paragraphs or the object or objects therein specified shall be deemed subsidiary or ancillary to the objects mentioned in any other paragraph, but the Company shall have full power to exercise all or any of the powers and to achieve and endeavour to achieve all or any of the objects conferred by and provided in any one or more of said paragraphs;

- (ii) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any firm, partnership, association or other body of persons, whether incorporated or not incorporated, and whether resident, domiciled, incorporated, registered, or carrying on business in the State or elsewhere;
- (iii) the expression "Associated Company" in this Clause, shall be deemed to mean any company which for the time being is a subsidiary or holding company (which expressions in this proviso shall bear the meanings respectively ascribed thereto by Section 155 Companies Act, 1963) of the Company, is a subsidiary of a holding company of the Company or is a company in which the Company or any of such companies as aforesaid shall for the time being hold shares entitling the holder thereof to exercise at least one-fifth of the votes at any general meeting of such company (not being voting rights which arise only in specified circumstances); and
- (iv) the expression "Securities" in this Clause, shall be deemed to mean any shares, stocks, bonds, debentures or debenture stock (whether perpetual or not), loan stock, notes, obligations or other securities or assets of any kind, whether corporeal or incorporeal.

- 3. The liability of the members is limited.
- 4. The Share Capital of the Company is £100,000 divided into 100,000 shares of £1 each.

We, the several persons whose names and addresses are subscribed, with to be formed into a company in pursuance of this Memorandum of Association and we agreed to take the number of shares in the Capital of the Company set opposite our respective names.

Names, addresses and descriptions
of subscribers:

Number of Shares Taken
by each Subscriber

Carmel Molloy,
32 Downside,
Skerries,
Co. Dublin.
Secretary

One Share

Susan Murray,
94 Huntstown Rise,
Mulhuddart,
Dublin 15.
Secretary

One Share

Total Shares Taken:

Two Shares

Dated 9th day of January 1995

Witness to the above signatures:

Rita Hogan
Law Society
Blackhall Place
Dublin 7
Secretary

1147BH:ms

COMPANIES ACTS, 1963 to 1990

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LOTUS GREEN LIMITED

REGULATIONS

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1963 (as the same is amended by the Companies Acts, 1963-1990 and with the exception of Regulations 8, 11, 24, 51, 54, 75, 77, 79, 84, 86, 91 to 100 inclusive and 138 thereof) and the Regulations contained in Part II of Table A as aforesaid (as the same is amended as aforesaid and with the exception of Regulations 1 and 9 thereof) shall apply to the Company save in so far as they are excluded or modified hereby and such Regulations together with the Articles hereinafter contained shall constitute the Regulations of the Company.

SHARES

2. The Share Capital of the Company is £100,000 divided into 100,000 Ordinary Shares of £1 each.
3. For the purpose of Section 20 Companies (Amendment) Act, 1983, the Directors of the Company are generally and unconditionally authorised to allot relevant securities as defined by Section 20 (10) of the said Act up to a maximum of the authorised but as yet unissued share capital of the Company at the date on which the Company was incorporated. This authority shall expire five years after the date of incorporation of the Company but may be previously revoked or varied by the Company in general meeting and may be renewed by the Company in general meeting for a further period not exceeding five years from the date of such renewal. The Company may make any offer or agreement before the expiry of this authority which would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement.
4. The pre-emption provisions of sub-sections (1) (7) and (8) of Section 23 Companies (Amendment) Act, 1983 shall not apply to any allotment by the Company of equity securities (as defined in such Section).
5. Subject to the provisions of the Companies Act, 1990, any shares may be issued on the terms that they are, or, at

the option of the Company are, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.

PURCHASE OF OWN SHARES

6. (a) Subject to the provisions of and to the extent permitted by the Companies Acts, 1963 - 1990 to any rights conferred on the holders of any class of shares and to the following paragraphs of this Article the Company may purchase any of its shares of any class and may cancel any shares so purchased and hold them as Treasury Shares (within the meaning of Section 209 of the Companies Act, 1990) with liberty to reissue any such share or shares as shares of any class or classes.
- (b) The Company shall not exercise any authority granted under Section 213 (off market) or Section 215 (market) of the Companies Act, 1990 to make purchases of its own shares unless the authority required by such Section shall have been granted by special resolution of the Company.
- (c) The Company shall not be required to select the shares to be purchased on a pro rata basis or in any particular manner as between the holder of the shares of the same class or as between the holders of shares of different classes.

LIEN

7. The Company shall have a first and paramount lien on every share for all moneys (whether immediately payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of any person whether he be the sole registered holder thereof or one of two joint holders for all moneys immediately payable by him or his estate to the Company, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Regulation. The Company's lien on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

8. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and need not be attested and Regulation 22 of Table A Part I shall be modified accordingly.
9. No transfer of any share in the capital of the Company (whether on a sale of such shares or transmission thereof by operation of law or otherwise howsoever) shall be registered unless such transfer is approved by resolution

of the Directors. Regulations 29 to 32 of Table A Part I shall be modified accordingly.

MEETINGS

10. The following words shall be added to the end of Regulation 53 of Table A Part I, : "and fixing the remuneration of Directors".
11. It shall not be necessary to give any notice of any adjourned meeting and Regulation 58 of Table A Part I shall be modified accordingly.
12. A poll may be demanded by the Chairman or by any member present in person or by proxy and Regulation 59 of Table A Part I shall be modified accordingly.
13. Where any meeting of the Company is held at short notice pursuant to Section 133 (3) or Section 141 (2) of the Act it shall be sufficient if the instrument appointing a proxy (and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority) is deposited with the Chairman of the meeting immediately upon the commencement of such meeting and Regulation 70 of Table A Part I shall be modified accordingly.
14. The resolution in writing mentioned in Regulation 6 of Table A Part II may consist of several documents in the like form each signed by one or more members (or being bodies corporate by their duly authorised representatives).

DIRECTORS

15. The number of Directors shall not be less than two nor, unless and until otherwise determined by the Company by ordinary resolution, more than 5. A Director shall not retire by rotation and Regulation 110 of Table A Part I shall be modified accordingly.
16. A Director shall not require a share qualification but nevertheless shall be entitled to receive notice of and to attend and speak at any general meeting of or any separate meeting of the holders of any class of shares in the Company and Regulation 136 of Table A Part I shall be modified accordingly.
17. (a) Any Director may by writing under his hand appoint (i) any other Director, or (ii) any other person who is approved by the Board of Directors as hereinafter provided, to be his alternate and every such alternate shall be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of Directors, and to exercise

all the powers, rights, duties and authorities of the Director appointing him (other than the right to appoint an alternate hereunder) provided always that no such appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a simple majority of the whole Board shall have been given and entered in the Directors' Minute Book.

(b) A Director may at any time revoke the appointment of any alternate appointed by him and subject to such approval as aforesaid appoint another person in his place and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

(c) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration paid to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

(d) Any appointment or revocation by a Director under this Article shall be effected by notice in writing given under his hand and delivered to the Secretary or lodged at the registered office of the Company.

18. A Director present at a meeting of the Directors shall in addition to his own vote be entitled to one vote in respect of each other Director not present at the meeting who shall have authorised him in respect of such meeting to vote for such other Director in his absence. Any such authority may relate generally to all meetings of the Directors or to any specified meeting or meetings and must be in writing or by telefax, by cable or telegram or telex message, which must be presented to the Secretary for filing prior to or be produced at the first meeting at which a vote is to be cast pursuant thereto.

19. The Directors may establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the

benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary or who are or were at any time Directors or officers of the Company or of any such other company aforesaid and hold or have at any time held any salaried employment or office in the Company or such other company and the wives, widows, families and dependents of any such persons and also establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or any such other company as aforesaid or of any such persons as aforesaid and make payments for or towards the insurance of any such persons as aforesaid and subscribe or guarantee money for any charitable or benevolent objects or for any exhibition or for any public general or useful object and do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid. Any Director who holds or has held any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument to the extent and upon such terms as may for the time being be permitted or required by law.

20. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these regulations.
21. The office of a Director shall be vacated if the Director:-
- (a) is adjudged bankrupt in the State or in any part of the World or makes any arrangement or composition with his creditors generally;
 - (b) becomes the subject of a Restriction Order made under Section 150 of the Companies Act, 1990;
 - (c) becomes the subject of a Disqualification Order made under Section 160 of the Companies Act, 1990;
 - (d) in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director;
 - (e) resigns such office by notice in writing to the Company;

- (f) is convicted of an indictable offence (other than an offence under the Road Traffic Acts for which he is not sentenced to imprisonment and actually imprisoned) unless the Directors otherwise determine; or
- (g) is removed from office by a resolution duly passed pursuant to Section 182 of the Act or under the provisions of the next succeeding Article hereof.
22. In addition to and without prejudice to the provisions of the Act, the Company may by ordinary resolution remove any Director before the expiration of his period of office notwithstanding anything in these regulations or in any agreement between the Company and such Director. Any such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company. The Company may, by ordinary resolution, appoint another person in place of any Director so removed from office.
23. Any Director who serves on any committee or who devotes special attention to the business of the Company 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, percentage of profits or otherwise as the Directors may determine.
24. Any such resolution in writing as is referred to in Regulation 109 of Table A Part I may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of meetings of the Directors.
25. Any Director or alternate Director may participate in a meeting of the Directors or any committee of the Directors by means of conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute a presence in person at the meeting.

BORROWING POWERS

26. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party. Debentures, debenture stock and other securities may be made assignable free from any equities between the Company and any person to whom the same may be issued. Any debentures or debenture stock may be issued at a discount, premium or otherwise and with any special rights

as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors or otherwise.

NOTICES

27. Every person who, by operation of law, transfer, or other means shall become entitled to any share shall be bound by every notice or other document which, previous to his name and address being entered on the register in respect of such share, shall have been given to the person in whose name the share shall have been previously registered.
28. Any notice or document sent by post to the registered address of any member in pursuance of these presents shall, notwithstanding that such member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any shares held by such member (whether solely or jointly with other person or persons) until some other person or persons be registered in his stead as the holder or joint holders thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her executors or administrators, and all persons (if any) jointly interested with him or her in any such share.
29. The signature to any notice to be given by the Company may be written or printed.

INDEMNITY

30. Subject to the Act, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto.

SECRECY

31. No member shall be entitled to require discovery of or any information respecting any detail of the trading of the Company or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it would be inexpedient in the interests of the members of the Company to communicate to the public.

Names, addresses and descriptions of subscribers:

Carmel Molloy
32 Downside
Skerries
Co. Dublin
Secretary

Susan Murray
94 Huntstown Rise
Mulhuddart
Dublin 15
Secretary

Dated this 9th day of January 1995

Witness to the above signatures:

Rita Hogan
Law Society
Blackhall Place
Dublin 7
Secretary

1145BH:ms

3

E11

DCC Properties Limited

**Minutes of a Meeting of the Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Friday, 26th May 1995 at 1.25p.m**

PRESENT: Jim Flavin (Chairman)
Morgan Crowe
David Gavagan
Daphne Tease

APOLOGIES: Fergal O'Dwyer

RESOLUTION 1: *Investment in Marjove Limited.*

It was resolved that the Company acquire two "A" Ordinary Shares of IR£1 in Marjove Limited (one from Frymount Limited and one from Lower Mount Nominees Limited) for a total consideration of IR£2.

It was further resolved that the Company apply to Marjove Limited for the allotment of 74 new "A" Ordinary Shares of IR£1 each for a total consideration of IR£74.

RESOLUTION 2: *Opening of Bank Account at Bank of Ireland - 2 College Green*

It was resolved that:

1. Bank of Ireland plc (hereinafter called "the Bank") be and is hereby requested to open one or more accounts in the name of DCC Properties Limited (hereinafter called "the Company") at 2 College Green, Dublin 2 and that the Bank be and is hereby authorised to honour and negotiate all cheques and other negotiable instruments drawn, made, endorsed or accepted on behalf of the Company and to act on all instructions relating to the accounts, affairs or transactions of the Company notwithstanding that such action may lead to borrowing or cause any of the accounts to be overdrawn or any overdraft to be increased provided that written instructions are signed on behalf of the Company by the following:
 - (i) in the case of cheques/transfers for amounts less than or equal to IR£500, one authorised "A" or "B" signatory
 - (ii) in the case of cheques/transfers for amounts greater than IR£500 and less than IR£300,000, two authorised "A" or "B" signatories

(iii) in the case of cheques/transfers for amounts equal to or greater than IR£300,000; such transfers only being made to

(1) accounts with other Irish banks and those accounts only in the name of DCC Properties Limited, or

(2) specifically the account of DCC plc, Bank of Ireland, 2 College Green, Dublin 2, current account number 69054226,

two authorised "A" or "B" signatories

(iv) in the case of cheques/transfers for amounts equal to or greater than IR£300,000 and not to accounts as described in (iii)(1) and (iii)(2) above, two authorised "A" signatories

2. the Bank be supplied with a copy of the Memorandum and Articles of Association of the Company and a list of the officials authorised to sign as per Schedule 1 of these minutes together with their specimen signatures
3. the Bank be and is hereby requested to grant accommodation by way of overdraft, loan or otherwise for the purposes of the Company on such terms and conditions as are current in or may be stipulated by the Bank from time to time and
4. this resolution be communicated to the Bank and remain in force until an amending resolution shall be passed by the Board of Directors of DCC Properties Limited and a copy thereof certified by at least one Director and the Secretary of the Company shall be communicated to the Bank.

CONCLUSION:

There being no other business the meeting concluded.

DATE

26 May 95.

CHAIRMAN

[Signature]

SCHEDULE 1

BANK OF IRELAND, 2 COLLEGE GREEN, DUBLIN 2.

List of authorised signatories as per minutes of meeting of Directors of DCC Properties Limited held on 26th May 1995.

Authorised "A" Signatories

Name	Official Position
Jim Flavin	Chairman
Morgan Crowe	Director
David Gavagan	Director
Fergal O'Dwyer	Director
Michael Scholefield	Group Secretary - DCC plc
Daphne Tease	Director

Daphne Tease
Secretary

26/5/95

Specimen Signatures

Jim Flavin
Morgan Crowe
David Gavagan
Fergal O'Dwyer
Michael Scholefield
Daphne Tease

Authorised "B" Signatories

Name	Official Position
Pat O'Brien	Manager - DCC plc
Sharon Culliton	Manager - DCC plc
Barry O'Neill	Manager - DCC plc

Specimen Signatures

Pat O'Brien
Sharon Culliton
Barry O'Neill

4

E12

Marjove Limited

**Minutes of a Meeting of the Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Friday, 26th May 1995 at 3.00 pm**

PRESENT: Michael Scholefield (In the Chair)
Daphne Tease

RESOLUTION 1: *Issue of 74 "A" Ordinary Shares*

It was noted that the members of the Company had by written resolution amended the Articles of the Company to provide for the creation of 74 "A" Ordinary Shares of IR£1 each having the rights set out in the Memorandum and Articles of Association. It was resolved that the 74 "A" Ordinary Shares be issued to DCC Properties Limited for a consideration of IR£74. The Secretary was instructed to deal with the issue of the necessary share certificate, the making of Companies Office returns and the payment of Capital Duty.

RESOLUTION 2: *Issue of 24 "B" Ordinary Shares*

It was noted that the members of the Company had by written resolution amended the Articles of the Company to provide for the creation of 24 "B" Ordinary Shares of IR£1 each having the rights set out in the Memorandum and Articles of Association. It was resolved that the 24 "B" Ordinary Shares be issued to D.C.C. International Holdings B.V. for a consideration of IR£24. The Secretary was instructed to deal with the issue of the necessary share certificate, the making of Companies Office returns and the payment of Capital Duty.

RESOLUTION 3: *Transfer of 2 "A" Ordinary Shares*

There was produced to the meeting the following share transfers:-

<u>Transferor</u>	<u>Transferee</u>	<u>No. of "A" Ordinary Shares of IR£1 Each</u>
Frymount Limited	DCC Properties Limited	1
Lower Mount Nominees Limited	DCC Properties Limited	1

It was resolved that these be approved for registration by the Company subject to their re-presentation to the Company duly stamped.

RESOLUTION 4: It was resolved that two Ordinary Shares of IR£1 each in Lotus Green Limited, being the entire issued share capital of that company, be acquired by the Company.

RESOLUTION 5:

Opening of Bank Account at Bank of Ireland - 2 College Green

It was resolved that:

1. Bank of Ireland plc (hereinafter called "the Bank") be and is hereby requested to open one or more accounts in the name of Marjove Limited (hereinafter called "the Company") at 2 College Green, Dublin 2 and that the Bank be and is hereby authorised to honour and negotiate all cheques and other negotiable instruments drawn, made, endorsed or accepted on behalf of the Company and to act on all instructions relating to the accounts, affairs or transactions of the Company notwithstanding that such action may lead to borrowing or cause any of the accounts to be overdrawn or any overdraft to be increased provided that written instructions are signed on behalf of the Company by the following:
 - (i) in the case of cheques/transfers for amounts less than or equal to IR£500, one authorised "A" or "B" signatory
 - (ii) in the case of cheques/transfers for amounts greater than IR£500 and less than IR£300,000, two authorised "A" or "B" signatories
 - (iii) in the case of cheques/transfers for amounts equal to or greater than IR£300,000; such transfers only being made to
 - (1) accounts with other Irish banks and those accounts only in the name of Marjove Limited, or
 - (2) specifically the account of DCC plc, Bank of Ireland, 2 College Green, Dublin 2, current account number 69054226,two authorised "A" or "B" signatories
- (iv) in the case of cheques/transfers for amounts equal to or greater than IR£300,000 and not to accounts as described in (iii)(1) and (iii)(2) above, two authorised "A" signatories.
2. the Bank be supplied with a copy of the Memorandum and Articles of Association of the Company and a list of the officials authorised to sign as per Schedule 1 of these minutes together with their specimen signatures
3. the Bank be and is hereby requested to grant accommodation by way of overdraft, loan or otherwise for the purposes of the Company on such terms and conditions as are current in or may be stipulated by the Bank from time to time and

4. this resolution be communicated to the Bank and remain in force until an amending resolution shall be passed by the Board of Directors of Marjove Limited and a copy thereof certified by at least one Director and the Secretary of the Company shall be communicated to the Bank.

RESOLUTION 6:

Appointment of Dr. George Young as a Director

Mr. Scholefield proposed and it was resolved that Dr. George Young be and is hereby co-opted to the Board of Directors of the Company in accordance with the Articles of Association.

CONCLUSION:

There being no other business the meeting concluded.

DATE 26 May 1995

CHAIRMAN Michael Scholefield

SCHEDULE 1

BANK OF IRELAND, 2 COLLEGE GREEN, DUBLIN 2.

List of authorised signatories as per minutes of meeting of Directors of Marjove Limited held on 26th May 1995.

Daphne Tease
Secretary

26/5/95

Authorised "A" Signatories

Name	Official Position	Specimen Signatures
Jim Flavin	Chief Executive/Deputy Chairman - DCC plc	<i>Jim Flavin</i>
Morgan Crowe	Executive Director - DCC plc	<i>Morgan Crowe</i>
David Gavagan	Executive Director - DCC plc	<i>David Gavagan</i>
Fergal O'Dwyer	Chief Financial Officer - DCC plc	<i>Fergal O'Dwyer</i>
Michael Scholefield	Director	<i>Michael Scholefield</i>
Daphne Tease	Director	<i>Daphne Tease</i>

Authorised "B" Signatories

Name	Official Position	Specimen Signatures
Pat O'Brien	Manager - DCC plc	<i>Pat O'Brien</i>
Sharon Culliton	Manager - DCC plc	<i>Sharon Culliton</i>
Barry O'Neill	Manager - DCC plc	<i>Barry O'Neill</i>

DCC INTERNATIONAL HOLDINGS B.V.

Prinses Irenestraat 61
P.O. Box 2838
1000 CV AMSTERDAM
The Netherlands

Telephone 31 20 5405800
Telefax 31 20 6447011

Trade Register 252.142

The Directors
Marjove Limited
Fitzwilton House
Wilton Place
Dublin 2
Ireland

Office location code

PI 01.00

Your reference

Our reference

341/EMD/cor

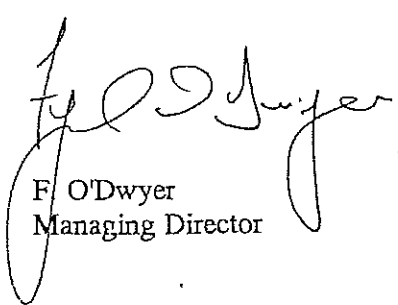
Date

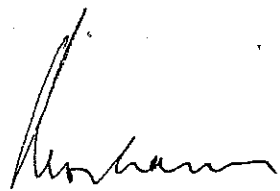
24 May 1995

Dear Sirs,

We hereby apply for the issue to us of 24 "B" ordinary shares in the capital of Marjove Limited ("the Company") on the terms and conditions of the Company's Memorandum and Articles of Association.

Yours faithfully,
DCC INTERNATIONAL HOLDING B.V.


F. O'Dwyer
Managing Director


H. Roskam
Managing Director



DT/ES

26th May 1995

The Directors,
Marjove Limited,
Fitzwilton House,
Wilton Place,
Dublin 2.

Dear Sirs,

We hereby apply for the allotment to us of 74 "A" Ordinary Shares of IR£1 each in the capital of Marjove Limited. We confirm that we will remit to Marjove Limited as payment for the said shares an amount of £74.

Yours faithfully,

A handwritten signature in cursive script, reading 'Daphne Tease', is written over a horizontal line.

Daphne Tease (Director)
For and on behalf of
DCC Properties Limited
DCC House
Brewery Road
Stillorgan
Co. Dublin

Bank of Ireland Express Lodgment

USE AS BRANCH LODGMENT OR



MEMORANDUM ONLY	BANK & BRANCH	ACCOUNT	SUBJECT TO VERIFICATION	NOTES Not Over £300		
	BRANCH CODE	ACCOUNT NUMBER		CHEQUES Detailed on Copy		
	TOTAL					

BANK & BRANCH: *Bank of Ireland, College Green*
 ACCOUNT: *Margaret Limite*
 BRANCH CODE: *900017*
 ACCOUNT NUMBER: *59916494*
 NOTES: *2 00*
 CHEQUES: *2 00*
 TOTAL: *2 00*

CUSTOMER COPY

PAID IN BY *D. Wase* REF NO. *TLC D.C. Proprietor*
 ADDRESS *D.C. plc, D.C. House, Shelton - Co. Dublin* DATE *26/5/75*
 PLEASE KEEP RECORD OVERLEAF OF ALL CHEQUES LODGED

Bank of Ireland Express Lodgment

USE AS BRANCH LODGMENT OR



MEMORANDUM ONLY	BANK & BRANCH	ACCOUNT	SUBJECT TO VERIFICATION	NOTES Not Over £300		
	BRANCH CODE	ACCOUNT NUMBER		CHEQUES Detailed on Copy		
	TOTAL					

BANK & BRANCH: *Bank of Ireland*
 ACCOUNT: *Margaret Limite*
 BRANCH CODE: *900017*
 ACCOUNT NUMBER: *59916494*
 NOTES: *74 00*
 CHEQUES: *74 00*
 TOTAL: *74 00*

CUSTOMER COPY

PAID IN BY *D. Wase* REF NO. *Attendant D.C. Prop.*
 ADDRESS *D.C. plc, D.C. House, Shelton - Co. Dublin* DATE *26/5/75*
 PLEASE KEEP RECORD OVERLEAF OF ALL CHEQUES LODGED

This form should be lodged with the Revenue Commissioners who will forward it to the Companies Registration Office.

Companies Registration Office

Companies Capital Duty

Return of allotments

Companies Acts 1963 to 1990

Section 58, Companies Act, 1963
Sections 67 to 75, Finance Act, 1973

B5

The return must be delivered within
one month after the allotment

Company number

2 2 9 5 2 7

Company name in full

Marjove

Limited

Effective centre of management if outside the State

Registered office

Fitzwilton House, Wilton Place, Dublin 2.

Note One
The period between the first and last dates should not exceed one month.

Date of allotment(s)
notes one and two

made on 26/5/95

or made from _____ to _____

Note Two
When the return includes several allotments made on different dates, the dates of only the first and last of such allotments should be entered and the registration of the return should be effected within the month of the last date.

A

Allottees — These details are not required in a case where shares are allotted to the members on a capitalisation or provisionally allotted on a rights issue.

Full name and address

Share class

Number of shares allotted

DCC Properties

"A" Ordinary

74

DCC House, Brewery Road

Stillorgan, Co. Dublin

DCC International Holdings "B" Ordinary

24

BV

Prinses Irenestraat 61, 1077 WV, Amsterdam.

Presenter's Name

Address

W^H Fry

Fitzwilton House

Wilton Place Dublin 2

Telephone Number

668 1766

Reference

AP/BH

DConsideration for allotment(s) consists of (*✓ as appropriate*)Cash ☒Non-Cash ☐Both Cash and Non-Cash ☐

Complete Section C

Complete Section D

Complete Sections C & D

Shares allotted in consideration of capitalisation of profits or reserves only
(Section 68(1) Finance Act, 1973)☐

Exemption claimed under Section 72 Finance Act, 1973, as amended

☐**C**

Allotment(s) for cash consideration

Number of shares	Share class	Nominal value per share	Amount paid or due and payable on each share	Amount paid or due including premium
74	"A" Ordinary	IRE1	IRE1	IRE74
24	"B" Ordinary	IRE1	IRE1	IRE24

Denomination

Conversion Rate,
if anyTotal value
of consideration

IRE 98

Enter this amount in
page 3 section E1**D**

Allotment(s) for non-cash consideration

Number of shares	Share class	Nominal value per share	Amount to be treated as paid on each share

Full details of consideration

Note Three
The total
value of the
consideration
must be
rated for
allotments for
non-cash
consideration.

Denomination

Conversion Rate,
if anyTotal value
of consideration
note three

IRE

Enter this amount in
page 3 section E2I hereby certify that the particulars contained in this
form are correct☒ Director☒ Company secretarySignature Daphne TeaseDate 26/5/95

Name Block letters please

Daphne Tease

Companies Capital Duty

Calculation of Duty

Statement required under
Section 69, Finance Act, 1973, as amended

Company number

12 12 19 5 2 7

Date of allotment(s)
notes one and two

made on

26/5/95

or made from

to

E

F

Value of assets contributed or to be
contributed

Nominal value of shares allotted

1. Total from section C

IR£ 98

98

1. Amount/Denomination

2. Total from section D

IR£ —

2. Conversion Rate

3. Total 1 + 2 above

IR£ 98

IR£ 98

3. Amount in IR£

4. Expenses
note four

IR£ —

5. Total 3 - 4

IR£ 98

Note Four
Ascertained in
accordance with
the provisions of
Section 70
Finance Act,
1973. Full
details, including
copies of invoices
and receipts,
must be
submitted with
this form.

Greater amount of boxes E5 or F3

IR£ 98

Stamp Duty at £1 per £100
or part thereof

IR£ 1

Interest for _____ months
note five

IR£ —

Total Due (CCD)

IR£ 1

£5 Companies Office Registration Fee

Total Due (CCD + Reg. Fee)

IR£ 6

Note Five
Interest at the
rate of 1.25% per
month or part of
a month is
charged on duty
not paid within
30 days of the
date of the
allotment.
(Round to
nearest £1).

Companies Capital Duty must be paid before lodgement of this return with the Companies Registration Office.

STOCK
TRANSFER
FORM



(Above this line for Registrars only)

Consideration Money £		Certificate lodged with the Registrar
Full name of Undertaking.		(For completion by the Registrar/Stock Exchange)
Full description of Security.		
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words	Figures
	One	1 unit of £1
(units of)		
Name(s) of registered holder(s) should be given in full; the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s)) of the person(s) making the transfer.	In the name(s) of Frymount Limited Fitzwilton House Wilton Place Dublin 2	

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Part 2 of Brokers Transfer Forms relating to the above security:

Delete words in italics except for stock exchange transactions.

Signature(s) of transferor(s)

1. FRYMOUNT LIMITED
2. SECRETARY
3. Al. Brown
4. Brian Hayes, Director
Bodies corporate should execute under their common seal.

Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)

Date 26 May 1995

Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred. Please state title, if any, or whether Mr., Mrs. or Miss. Please complete in type-writing or in Block Capitals.	DCC Properties Limited DCC House Stillorgan Blackrock Co. Dublin
I/We request that such entries be made in the register as are necessary to give effect to this transfer.	
Stamp of Buying Broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

STOCK
TRANSFER
FORM

PRIMECOURT
[Printers & Stationers] Ltd.



(Above this line for Registrars only)

Consideration Money £	Certificate lodged with the Registrar
(For completion by the Registrar/Stock Exchange)	

Full name of Undertaking.	Marjove Limited	
Full description of Security.	A Ordinary Share	
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words One	Figures One unit of £1 (units of)
Name(s) of registered holder(s) should be given in full; the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s)) of the person(s) making the transfer.	In the name(s) of Lower Mount Nominees Limited Fitzwilton House Wilton Place Dublin 2	

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Part 2 of Brokers Transfer Forms relating to the above security:

Delete words in italics except for stock exchange transactions.

Signature(s) of transferor(s)

1. *Brian Heryn* Director
2. *Alan Brown* SECRETARY
3.
4.

Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)

Bodies corporate should execute under their common seal.

Date 26 May 1995

Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.

Please state title, if any, or whether Mr., Mrs. or Miss.

Please complete in type-writing or in Block Capitals.

DCC Properties Limited
DCC House
Stillorgan
Blackrock
Co. Dublin

I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)	Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Company Number

229527

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name

Marjove

Limited

gives notice of the following change(s):

DR. George Young was appointed to the Board of Directors with effect from 26/5/95

Date change(s) take(s) effect

26 Day 5 Month 95 Year

Particulars of new director (including shadow director) / secretary

Surname

Young

Forename

George PATRICK

Former surname

Former forename

Business Occupation

director

Date of Birth

Day 18 Month 07 Year 53

Home address

Nationality

"Mayne"

11, Woodlands

Park,

Blackrock, Co. Dublin

Other directorships

See attached

Registered at

Company number

I hereby consent to act as director / ~~secretary~~ of the
aforementioned company

Signature

George Young

Date

26/5/95

I hereby certify that the particulars contained in this
form are correct

☒ Director ☒ Company Secretary

Signature

Daphne Tease

Date

26/5/95

Name

DAPHNE TEASE

Presenter's Name

William Fry

Address

Fitzwilliam House
8 Willow Place
Dublin 2

Telephone Number

668 1711

Reference

AP/BH

5

E13

Lotus Green Limited

**Minutes of a Meeting of the Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Friday, 26th May 1995 at 3.15 p.m.**

PRESENT: Michael Scholefield (In the Chair)
Daphne Tease

RESOLUTION 1: *Transfer of 2 Ordinary Shares*

There was produced to the meeting the following share transfers:-

<u>Transferor</u>	<u>Transferee</u>	<u>No. of Ordinary Shares of IR£1 Each</u>
Frymount Limited	Marjove Limited	1
Lower Mount Nominees Limited	DCC Nominees Limited	1

It was resolved that these be approved for registration by the Company subject to their re-presentation to the Company duly stamped.

RESOLUTION 2: *Opening of Bank Account at Bank of Ireland - 2 College Green*

It was resolved that:

1. Bank of Ireland plc (hereinafter called "the Bank") be and is hereby requested to open one or more accounts in the name of Lotus Green Limited (hereinafter called "the Company") at 2 College Green, Dublin 2 and that the Bank be and is hereby authorised to honour and negotiate all cheques and other negotiable instruments drawn, made, endorsed or accepted on behalf of the Company and to act on all instructions relating to the accounts, affairs or transactions of the Company notwithstanding that such action may lead to borrowing or cause any of the accounts to be overdrawn or any overdraft to be increased provided that written instructions are signed on behalf of the Company by the following:
 - (i) in the case of cheques/transfers for amounts less than or equal to IR£500, one authorised "A" or "B" signatory

(ii) in the case of cheques/transfers for amounts greater than IR£500 and less than IR£300,000, two authorised "A" or "B" signatories

(iii) in the case of cheques/transfers for amounts equal to or greater than IR£300,000; such transfers only being made to

(1) accounts with other Irish banks and those accounts only in the name of Lotus Green Limited, or

(2) specifically the account of DCC plc, Bank of Ireland, 2 College Green, Dublin 2, current account number 69054226,

two authorised "A" or "B" signatories

(iv) in the case of cheques/transfers for amounts equal to or greater than IR£300,000 and not to accounts as described in (iii)(1) and (iii)(2) above, two authorised "A" signatories

2. the Bank be supplied with a copy of the Memorandum and Articles of Association of the Company and a list of the officials authorised to sign as per Schedule 1 of these minutes together with their specimen signatures
3. the Bank be and is hereby requested to grant accommodation by way of overdraft, loan or otherwise for the purposes of the Company on such terms and conditions as are current in or may be stipulated by the Bank from time to time and
4. this resolution be communicated to the Bank and remain in force until an amending resolution shall be passed by the Board of Directors of Lotus Green Limited and a copy thereof certified by at least one Director and the Secretary of the Company shall be communicated to the Bank.

RESOLUTION 3:

Appointment of Dr. George Young as a Director.

Mr Scholefield proposed and it was resolved that Dr. George Young be and is hereby co-opted to the Board of Directors of the Company in accordance with the Articles of Association.

CONCLUSION:

There being no other business the meeting concluded.

DATE 26 May 1995

CHAIRMAN Michael Scholefield

SCHEDULE 1

BANK OF IRELAND, 2 COLLEGE GREEN, DUBLIN 2.

List of authorised signatories as per minutes of meeting of Directors of Lotus Green Limited held on 26th May 1995.

Daphne Tease
Secretary

24/5/95.

Authorised "A" Signatories

Name	Official Position
Jim Flavin	Chief Executive/Deputy Chairman - DCC plc
Morgan Crowe	Executive Director - DCC plc
David Gavagan	Executive Director - DCC plc
Fergal O'Dwyer	Chief Financial Officer - DCC plc
Michael Scholefield	Director
Daphne Tease	Director

Specimen Signatures

Jim Flavin
Morgan Crowe
David Gavagan
Fergal O'Dwyer
Michael Scholefield
Daphne Tease

Authorised "B" Signatories

Name	Official Position
Pat O'Brien	Manager - DCC plc
Sharon Culliton	Manager - DCC plc
Barry O'Neill	Manager - DCC plc

Specimen Signatures

Pat O'Brien
Sharon Culliton
Barry O'Neill

STOCK TRANSFER FORM

PRIMECOURT
[Printers & Stationers] Ltd.



8/11/95

Bom

(Above this line for Registrars only)

Certificate lodged with the Registrar

Consideration Money £

(For completion by the Registrar/Stock Exchange)

Full name of Undertaking.

Lotus Green Limited

Full description of Security.

Ordinary Share

Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.

Words

One

Figures

One unit of £1

(units of)

Name(s) of registered holder(s) should be given in full; the address should be given where there is only one holder.

In the name(s) of

Lower Mount Nominees Limited,
Fitzwilton House
Wilton Place
Dublin 2.

If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g., Executor(s)) of the person(s) making the transfer.

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Parts 2 of Brokers Transfer Forms relating to the above security:

Delete words in italics except for stock exchange transactions.

Signature(s) of transferor(s)

1. *Brian Henry D. M.*
2. *Al. B. SECRETARY*
3.
4.
Bodies corporate should execute under their common seal.

Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)

Date 26 May 1995

Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.

Please state title, if any, or whether Mr., Mrs. or Miss.

Please complete in type-writing or in Block Capitals.

DCC Nominees Limited,
DCC House,
Brewery Road,
Stillorgan,
Co. Dublin.

I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)

Stamp of name and address of person lodging this form (if other than the Buying Broker(s))

STOCK
TRANSFER
FORM

PRIMECOURT
[Printers & Stationers] Ltd.



(Above this line for Registrar only)

Certificate lodged with the Registrar

Consideration Money £

(For completion by the Registrar/Stock Exchange)

Full name of
Undertaking.

Lotus Green Limited

Full description of
Security.

Ordinary Share

Number or amount
of Shares, Stock or
other security and,
in figures column
only, number and
denomination of
units, if any.

Words

One

Figures

One unit of £1

(units of)

Name(s) of re-
gistered holder(s)
should be given in
full; the address
should be given
where there is only
one holder.

In the name(s) of

Frymount Limited
Fitzwilton House
Wilton Place,
Dublin 2.

If the transfer is
not made by the
registered holder(s)
insert also the
name(s) and capacity
(e.g., Executor(s))
of the person(s)
making the transfer.

I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below or to the several persons named in Parts 2 of Brokers Transfer Forms relating to the above security:

Delete words in italics except for stock exchange transactions.

Signature(s) of transferor(s)

1. FRYMOUNT LIMITED

2.

3. Alfred Brown

4. SECRETARY
Brown & Co., Dublin
Bodies corporate should execute under their common seal.

Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)

Date 26 May 1995

Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred.

Marjove Limited
Fitzwilton House
Wilton Place
Dublin 2.

Please state title, if any, or whether Mr., Mrs. or Miss.

Please complete in type-writing or in Block Capitals.

I/We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)

Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

SHARE CERTIFICATE

NO. 6

Lotus Green

LIMITED

This is to Certify that DCC Nominees Limited
of DCC House, Stillorgan, Blackrock, Co. Dublin
is the Registered Proprietor of one
Fully Paid ordinary Shares of IR£1
each, numbered 6 to 6 inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given under the Common Seal of the Company
the 26th day of May 1995

Michael Scholesfeld

Daphne Tasse

DIRECTORS

SECRETARY

SHARE CERTIFICATE

NO. 5

Lotus Green

LIMITED

This is to Certify that Marjove Limited
of Fitzwilton House, Wilton Place, Dublin 2
is the Registered Proprietor of one
Fully Paid ordinary Shares of IR£1
each, numbered 5 to 5 inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given *under the Common Seal of the Company*

the 26th *day of* May 19 95

Michael Acholefield

Daphne Tesse

DIRECTORS

SECRETARY

SHARE CERTIFICATE

NO. 3

Lotus Green

LIMITED

This is to Certify that Frymount Limited

of Fitzwilton House, Wilton Place, Dublin 2.

is the Registered Proprietor of one

Fully Paid ordinary Shares of IRE1

each, numbered 3 to 3 inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given under the Common Seal of the Company

the 11 day of May 19 95

Michael Ashelfield

Daphne Tesse

DIRECTORS

SECRETARY

SHARE CERTIFICATE

NO.

Lotus Green

LIMITED

This is to Certify that Lower Mount Nominees Limited

of Fitzwilton House, Wilton Place, Dublin 2.

is the Registered Proprietor of one

Fully Paid ord Shares of IRE1

each, numbered 4 to 4 inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given under the Common Seal of the Company

the 11 day of May 19 95

Michael Ashelfield

Daphne Tesse

DIRECTORS

SECRETARY

DECLARATION OF TRUST

I/We DCC Nominees Limited,
of DCC House, Stillorgan, Blackrock, Co. Dublin

HEREBY ACKNOWLEDGE and declare that I/we hold the share or shares shown in the Schedule hereto registered in my/our name (hereinafter called "the Shares") as nominee and in trust for Marjove Limited, Fitzwilton House, Wilton Place, Dublin 2, (hereinafter called "the Owner") and hereby agree as follows:-

1. To hold the Shares and all dividends and bonuses accrued or which may accrue thereon upon trust for the Owner.
2. To transfer pay and deal with the Shares and dividends and bonuses thereon as and only as the Owner shall from time to time direct.
3. To exercise the voting power conferred by the holding of the Shares in such a manner and for such purposes as the Owner may from time to time direct and if so requested by the Owner to attend all necessary meetings and further if so required by the Owner to execute all such deeds or other documents as may be necessary or proper to enable the Owner or his nominee to exercise such voting power or attend such meetings as aforesaid.

SCHEDULE

One Ordinary share of IR£1 in Lotus Green Limited.

Dated this 26th day of May 1995

SIGNED SEALED AND DELIVERED

by the above named Trustee

in the presence of:-

John Dye
DIRECTOR

Daphne Tasse
Director

Michael Scholefield
29 Brighton Road
Rathgar

WASHAREDDECLARAT LV

Dublin 6
(Chartered Accountant)

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Company Number

229218

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name

Lotus Green

Limited

gives notice of the following change(s) :

DR. George Young was appointed to the Board of Directors with effect from 26/5/95

Date change(s) take(s) effect

26 Day 05 Month 95 Year

Particulars of new director (including shadow director) / secretary

Surname

Young

Forename

George PATRICK

Former surname

Former forename

Business Occupation

DIRECTOR

Date of Birth

Day 18 Month 07 Year 53

Home address

Nationality

"Moyné" 11 Woodlands Park, Blackrock,
Co. Dublin

Other directorships

See attached

Registered at

Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature

George Young

Date

26/5/95

I hereby certify that the particulars contained in this
form are correct

☒ Director ☐ Company Secretary

Signature

Daphne Tease

Date

26/5/95

Name

DAPHNE TEASE.

Presenter's Name

Address

Wm Fay
Fitzwilliam House
8 Wiltan Place
Dublin 2

Telephone Number

663 1711

Reference

AP & BH

6



DCC plc

Agenda for Meeting of Directors
to be held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Monday, 31st July 1995 at 8.30am

AGENDA

1. Minutes
2. Matters Arising
3. Chief Executive/Deputy Chairman's Report
4. Accounts for the three months to 30 June 1995
5. Approval of Group Banking Facilities
6. Scrip Dividends
7. Any Other Business



DCC plc

Board Papers for Meeting of Directors
to be held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Monday, 31st July 1995 at 8.30am

CONTENTS

1. Agenda
2. Minutes
3. Chief Executive/Deputy Chairman's Report
(Separate document)
4. Accounts for the three months to 30 June 1995
(Separate document)
5. Memorandum on Scrip Dividends
6. List of Dealings

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

FYFFES PLC SHARES

IN A GROUP

ER OF

AL CIAL

OWNERSHIP:

Mr. Flavin advised the Board that for corporate restructuring purposes it was proposed that the Company's beneficial interest in Fyffes plc be transferred to a new subsidiary within the Group.

The Directors concurred with the views expressed by Mr. Alvin Price of William Fry in his letters in relation to Companies Act provisions on the notification of interests and insider dealing which had been circulated.

The proposed transaction was approved and it was agreed that a committee of the Board, made up of Mr. Flavin, Mr. Crowe and Mr. Gavagan (with a quorum of two), be appointed with full authority to do all such things as might seem to the committee to be necessary or expedient in connection with the proposed transfer by the Company of the Fyffes shares.

[REDACTED]

[REDACTED]

Presentations were made by Mr. Crowe, Mr. Gavagan, Mr. Breen, Mr. Murray, Mr. O'Dwyer, Mr. Sharpe, Mr Keelan and Mr. O'Sullivan on the results for the quarter and matters relating to management and corporate development in the business sectors for which they have responsibility.

Mr. Flavin then elaborated on his Report and answered various questions raised by the Directors.

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

[REDACTED]

FYFFES PLC SHARES
- DCC A-GROUP
TRANSFER OF
BENEFICIAL
OWNERSHIP:

Mr. Flavin advised the Board that for corporate restructuring purposes it was proposed that the Company's beneficial interest in Fyffes plc be transferred to a new subsidiary within the Group.

The Directors concurred with the views expressed by Mr. Alvin Price of William Fry in his letters in relation to Companies Act provisions on the notification of interests and insider dealing which had been circulated.

The proposed transaction was approved and it was agreed that a committee of the Board, made up of Mr. Flavin, Mr. Crowe and Mr. Gavagan (with a quorum of two), be appointed with full authority to do all such things as might seem to the committee to be necessary or expedient in connection with the proposed transfer by the Company of the Fyffes shares.

GROUP BANKING
FACILITIES:

[REDACTED]

**WILLIAM FRY
SOLICITORS****FITZWILTON HOUSE, WILTON PLACE, DUBLIN 2, IRELAND
TELEPHONE (353-1) 668 1711****PRINCIPAL FAX NUMBER (353-1) 668 7016****ATTENTION OF****Michael Scholefield Esq****COMPANY****DCC plc****FAX NO.****283 1018****FROM****Alvin Price****OUR REF.****2439-131-AP****NO. OF PAGES****3****INCLUDING THIS ONE****DATE 21 July 1995****IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE TELEPHONE
(353-1) 668 1711 AND ASK FOR - LIZ****MESSAGE**

Letter follows.

CONFIDENTIALITY NOTE: The message in this fax is confidential and for the use of the person(s) named above only. If you have received this message in error, please notify us immediately and destroy the message received and any copies of it that you may have taken.

WILLIAM FRY

SOLICITORS

FITZWILTON HOUSE, WILTON PLACE, DUBLIN 2, IRELAND.
TEL 01-668 1711, FAX 01-668 7016.
TELEX 93469, D.D.E. BOX NO. 023.

YOUR REF

IN REPLY PLEASE QUOTE

2439-131-AP

21 July 1995

Michael Scholefield Esq
DCC plc
DCC House
Brewery Road
Stillorgan
Blackrock
Co Dublin

Dear Michael,

I refer to previous discussions in regard to the proposal whereby the beneficial ownership of the DCC Group's shareholding ("the Relevant Shares") in the relevant plc ("the Relevant Plc") is intended to move from the two existing wholly owned DCC Group companies by which the Relevant Shares are currently held ("the Existing Holders") to a third wholly owned DCC Group company.

As you know, the question that has arisen is whether this internal move within the wholly owned DCC Group must be notified to the relevant plc and to the Stock Exchange.

A somewhat unusual feature of what is proposed here is that only the beneficial ownership (i.e. not the legal ownership) is to move and the Relevant Shares will at all relevant times remain registered in the names of the two DCC Group companies which are the Existing Holders.

As a matter of pure contract law, the beneficial ownership of any or all of the Relevant Shares can be (and always could be) moved around within the DCC Group any number of times without any involvement by the Relevant Plc or any third party, since no legal transfer of the Relevant Shares is involved.

The question which arises, therefore, is whether the 1990 Act has created an obligation to notify a movement of this type in an intra Group situation.

LONDON OFFICE: AUDREY HOUSE, 15-20 BLY PLACE, LONDON EC1N 6SN, ENGLAND. TELEPHONE 0171-430 2738. FAX 0171-430 9982.

PARTNERS: HOUGHTON FRY, FRANCIS E. SOWMAN, EDMUND FRY, NEVILLE R. O'BYRNE, ALVIN F.M. PRICE, MICHAEL T. O'CONNOR,
BRIAN H. O'DONNELL, DANIEL MORRISSEY, OWEN O'CONNELL, MICHAEL WOLFE, ROYCE SHUBOTHAM, GERARD HALPENNY, PATRICIA TAYLOR,
BRENDAN HENEGHAN, AISLINN O'FARRELL, JOHN LARKIN, MYRA GARRETT, ELAINE HANLY, MICHAEL QUINN, FRANK KEANE, BRENDAN CAHILL, NORA WILFIE

ASSOCIATES: KENNETH MORGAN, MARIA BRENNAN, WILLIAM FRASIFKA (QUALIFIED NEW YORK),
LOUISE CAREY, PAULA WHELAN, JOAN FAGAN, EDWARD EVANS.

* Resident in London


CONSULTANT: OLIVER G. FRY.

WILLIAM FRY

Undoubtedly, the relevant provisions of the 1990 Act are very widely drawn, in that they refer to an acquisition or disposal by a person of any interest of any kind whatsoever and, therefore, on a strictly literal basis, an argument can be made that the individual wholly owned DCC Group companies should therefore notify their respective acquisitions and disposals of an interest in the Relevant Shares. When construed on a purposeful basis, however, a contrary view can be taken, in that the purpose of the relevant Sections of the 1990 Act are clearly to enable public limited companies and the public to know who are the true owners of a particular substantial block of shares, such as the Relevant Shares. In this case, I take the view that the true owner is the DCC Group, and the Relevant Plc and public have already been very clearly notified of that fact in accordance with the requirements of the 1990 Act, and that the 1990 Act should not be construed in the literal manner which would now require a further notification of essentially the same information. The wording of s.72(3) of the 1990 Act provides support for this view i.e. that one should for these purposes treat a group of companies as a single person.

While making notification is clearly the more cautious approach, I should stress, as previously advised, that this issue is strictly one for the DCC Group alone to decide upon, given the legal and commercial considerations involved. The Relevant Plc would only become involved if the Relevant Shares are presented for registration or, of course, if the relevant DCC Group companies decided to make a formal notification.

Yours sincerely,


Alvin F.M. Price
WILLIAM FRY
Solicitors

6920LL

WILLIAM FRY

SOLICITORS .

FITZWILTON HOUSE, WILTON PLACE, DUBLIN 2, IRELAND.

TEL 01-668 1711, FAX 01-668 7016.

TELEX 93469, D.D.E. BOX NO. 023.

YOUR REF

IN REPLY PLEASE QUOTE

2439-131-AP

25 July 1995

Michael Scholefield Esq
DCC plc
DCC House
Brewery Road
Stillorgan
Blackrock
Co Dublin

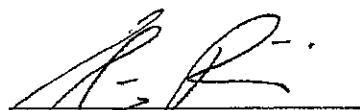
Dear Michael,

I refer further to the proposed intra Group transaction referred to in my letter of Friday last dealing with the issue of the possible notification of that transaction under the 1990 Companies Act.

I confirm that very similar considerations arise in relation to applicability to that transaction of the insider dealing provisions of the Companies Acts. Again, for essentially the same reasons as were outlined in my letter of last Friday, in our view there would be no question of any criminal or civil liability arising under those insider dealing provisions in consequence of the movement of the beneficial ownership of the relevant shares within the wholly owned DCC Group of companies.

Kind regards.

Yours sincerely,



Alvin F.M. Price
WILLIAM FRY
Solicitors

6930LL

LONDON OFFICE: AUDREY HOUSE, 15-20 ELY PLACE, LONDON EC1N 6SN, ENGLAND. TELEPHONE 0171-430 2738, FAX 0171-430 9982.

PARTNERS: HOUGHTON FRY, FRANCIS E. SOWMAN, EDMUND FRY, NEVILLE R. O'BYRNE, ALVIN F.M. PRICE, MICHAEL T. O'CONNOR, BRIAN H. O'DONNELL, DANIEL MORRISSEY, OWEN O'CONNELL, MICHAEL WOLFE, BOYCE SHUBOTHAM, GERARD HALPENNY, PATRICIA TAYLOR, BRENDAN HENEGHAN, *AISLINN O'TARRELL, JOHN LARKIN, MYRA GARRETT, ELAINE HANLY, MICHAEL QUINN, FRANK KEANE, BRENDAN CAHILL, NORA WHITE.

ASSOCIATES: KENNETH MORGAN, MARIA BRENNAN, WILLIAM PRASIFKA (QUALIFIED NEW YORK), LOUISE CAREY, PAULA WHELAN, JOAN FAGAN, EDWARD EVANS.

* Resident in London

CONSULTANT: OLIVER G. FRY.

31/7 B.M.

Full Board + F&D/MS

Minutes (inner committee). Matters arising on Agenda
Review of Results by JF

JF: JF

T/F of beneficial ownership - JF

Corporate structure.

Notification

Inside dealing.

Also greenaway Holdings charitable T/F.

Minor tax risk.

Also boys/corps

8 night diff from JF this

Agreed by board

Advice from CR/SLK

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MARJOVE LIMITED

E15

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Wednesday, 2nd August 1995 at 10.00 a.m.

PRESENT:

Mr. M. Scholefield Director (In the Chair)
Ms. D. Tease Director

APOLOGIES:

Dr. G. Young Director

ITEM 1:

Appointment of Auditors

Mr. Scholefield proposed and it was resolved that Coopers & Lybrand, Chartered Accountants, be appointed auditors to the Company.

ITEM 2:

Appointment of Mr. Thomas Breen as Director

Mr. Scholefield proposed that Mr. Thomas Breen be co-opted as a Director of the Company. It was unanimously resolved that Mr. Thomas Breen be and is hereby co-opted to the Board of Directors in accordance with the Articles of Association.

ITEM 3:

Appointment of Mr. Kevin Murray as Director

Mr. Scholefield proposed that Mr. Kevin Murray be co-opted as a Director of the Company. It was unanimously resolved that Mr. Kevin Murray be and is hereby co-opted to the Board of Directors in accordance with the Articles of Association.

CONCLUSION:

There being no other business the meeting concluded.

DATE 3 August 1995

CHAIRMAN Michael Scholefield

9 August 1995

our reference
JLM/BOH/gd

your reference

The Directors
DCC plc
DCC House
Brewery Road
Stillorgan
Co Dublin

Dear Sirs

**Lotus Green Limited
Marjove Limited**

We refer to our letter of engagement for DCC plc and subsidiary companies.

Following our appointment as auditors to the above named companies we now confirm that the terms of the letter of engagement will apply to these companies.

Would you please confirm, in writing, your agreement to this or alternatively sign and return the enclosed copy which will remain effective from one audit appointment to another until it is replaced.

Yours truly

Coopers & Lybrand

The above terms are accepted:-

Signature

9 August 1995
Date

Coopers & Lybrand is a member of Coopers & Lybrand International, a limited liability association incorporated in Switzerland. Authorised by the Institute of Chartered Accountants in Ireland to carry on investment business in the United Kingdom.
Dublin Cork Waterford Limerick Kilkenny Wexford

William P. Cunningham J. Vincent Clancy Niall W. Deasy Francis N. Ennis Desmond P. Guilfoyle E. Richard Lane John L. Mahon
Robin Menzies James Mulvaney Neil D. Murphy Michael McGrail Anne Pentony John P. Tully Mary Walsh
John C. Butler James Carew John K. Deevy Martin T. Hanrahan Michael P. Hayes Paul Hennessy Gerard P. Kinnane Anthony F. Kelly Frank N. A. Kelly
James T. Mangan Patrick F. Roche

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MARJOVE LIMITED

E 6

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Wednesday, 2nd August 1995 at 11.00 a.m.

PRESENT:

Mr. M. Scholefield Director (In the Chair)
Mr. T. Breen Director

Ms. D. Tease Secretary

POLOGIES:

Mr. K. Murray Director

ITEM 1:

Resignation of Mrs. Daphne Tease as Director

Mr. Scholefield informed the meeting that he had received a letter dated 2nd August, 1995 from Mrs. D. Tease resigning from the Board.

ITEM 2:

Resignation of Dr. George Young as Director

Mr. Scholefield informed the meeting that he had received a letter dated 2nd August, 1995 from Dr. George Young resigning from the Board.

ITEM 3:

Deposit account with Bank of Ireland Group Treasury

It was resolved that:

1. Bank of Ireland (hereinafter called "the Bank") be and is hereby requested to open and/or continue one or more accounts in the name of Marjove Limited (hereinafter called "the Company") at its Group Treasury Division and that the Bank be and is hereby requested and authorised to accept instructions at its Group Treasury Division in connection with the said accounts including, without limitation, any instruction for the withdrawal of any funds deposited therein from time to time provided that such instructions are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes.
2. notwithstanding the provisions of item 1 herein, the Company further instructs the Bank, that, in connection with the operation of any accounts as referred to above in the name of the Company, the Bank be and is hereby requested to act on instructions received by facsimile message provided, however, that such instructions are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes.

-
3. Mr. M. Scholefield and Mr. T. Breen be and are hereby authorised to execute the Authority and Indemnity in the form produced at this meeting on behalf of the Company in connection with instructions to be given by facsimile message.
 4. the Bank be supplied with a list of the officials authorised to sign as per Schedule 1 of these minutes together with their specimen signatures and the Bank be given notice in writing, signed by the then Secretary, of any change which may occur from time to time in the Directors of the Company.
 5. this Resolution be communicated to the Bank and notwithstanding the provisions of item 4 herein shall constitute the mandate and authority of the Company to the Bank and shall remain in full force until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by at least one Director and the Secretary of the Company shall be communicated to the Bank.

CONCLUSION:

There being no other business the meeting concluded.

DATE 3 August 1995

CHAIRMAN Michael Scholefield

SCHEDULE 1

BANK OF IRELAND GROUP TREASURY DIVISION - MANDATE

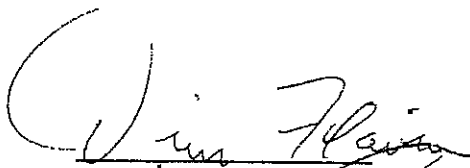
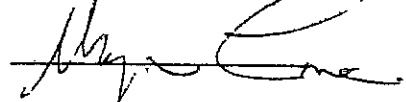
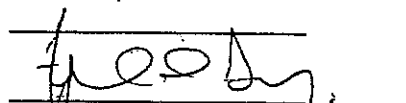
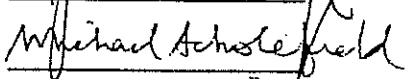
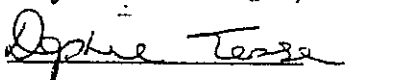

**List of authorised signatories as approved at a meeting
of Directors of Marjove Limited held on 2nd August 1995.**

In the case of:

- (i) Amounts less than or equal to IR£500, one "A" or "B" signatory
- (ii) Amounts greater than IR£500 and less than IR£300,000, two "A" or "B" signatories
- (iii) Amounts equal to or greater than IR£300,000 being transferred to
 - (a) accounts in the name of Marjove Limited with other Irish banks
 - or
 - (b) the account of DCC plc, Bank of Ireland, 2 College Green, Dublin 2, a/c no. 6905 4226, two "A" or "B" signatories
- (iv) Amounts equal to or greater than IR£300,000 and not to accounts as described in (iii) above, two "A" signatories

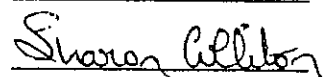
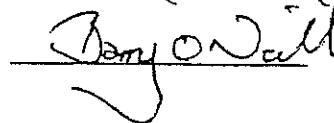
"A" SIGNATORIES

Jim Flavin	Chief Executive/ Deputy Chairman - DCC plc
Morgan Crowe	Executive Director - DCC plc
David Gavagan	Executive Director - DCC plc
Fergal O'Dwyer	Chief Financial Officer - DCC plc
Michael Scholefield	Director
Daphne Tease	Deputy Group Secretary - DCC plc

"B" SIGNATORIES

Pat O'Brien	Group Financial Accountant - DCC plc
Sharon Culliton	Manager - DCC plc
Barry O'Neill	Manager - DCC plc

Instruction by Facsimile

Authority and Indemnity from a Company relating to
instructions by facsimile message

Dated: 2 August 1995

TO:

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (hereinafter called "the Bank")

1. Marjove Limited ("the Company") having its registered office at Fitzwilton House, Wilton Place, Dublin 2 has furnished to the Bank a mandate under a resolution dated 2nd day of August 1995 (the resolution and any amendment, variation, replacement or substitution therefor from time to time are hereinafter referred to as "the Mandate") in relation to the operation of accounts in the name of the Company with Bank of Ireland Treasury Division.

In accordance with the terms of the Mandate the Company hereby further instructs the Bank that in connection with the operation of any of the accounts in the name of the Company certain combinations of persons named in a resolution of the Board of Directors of the Company and furnished to the Bank from time to time are authorised to give instructions by facsimile message.

2. In consideration of the Bank agreeing, at the request of the Company, to act on instructions received by facsimile message the Company hereby:
 - (a) covenants and undertakes with and to the Bank that:
 - (i) the Bank may act on such instructions sent by facsimile message, properly authorised by the Company in accordance with 1. above, whether such instructions include instructions to pay money or otherwise to debit or credit the accounts of the Company with any amount or relate to the disposition of any money in the accounts save in the case of manifest error, and

the Company shall at all times accept the debit or the credit of the Bank on any of the accounts in respect of any such transaction as conclusive evidence of any such instructions sent by facsimile message and of the amount involved.

- (ii) it shall do all that is necessary to ensure maximum security in connection with the issue of any such instructions sent by facsimile message and shall keep secret any system authorisations and/or validations codes issued in connection with such instructions and that if to the knowledge of the Company, any code becomes known to any unauthorised person it will notify the Bank immediately and will be liable in full until notification is received by the Bank for any transactions affected as a result of a breach of this provision whether with the knowledge of the Company or not.
 - (b) acknowledges and agrees:
 - (i) that no written confirmation shall be required before or after the Bank shall act on instructions sent by facsimile message but shall if called upon to do so by the Bank confirm such instructions in writing provided that failure to do so shall not render invalid any action taken by the Bank pursuant to such instructions.

- (ii) that, save where arising through act or omission of the Bank, its officers, servants or agents, duly proved, the Bank assumes no liability or responsibility for consequences arising out of the interruption of, delay and/or loss in transit of any messages, letters or documents or for any delay, mutilation or other errors arising in transmission of any instructions sent by facsimile message or for errors in translation of and/or interpretation of technical terms.
- (iii) that the Bank assumes no liability or responsibility for consequences arising out of the interruption of the Bank's business due to failure of power supplies, riots, civil commotions, insurrections, wars, acts of God or any other causes beyond the Bank's control.
- (c) Indemnifies and agrees to keep indemnified the Bank against all reasonable claims, demands, liabilities, losses, costs (including legal fees on a full indemnity basis) actions, proceedings, charges and expenses whatsoever and howsoever arising which the Bank may incur or suffer by reason of the Bank acting on any instructions received by facsimile message and that the Bank may debit the account in the name of the Company with any sums payable by the Company hereunder.
3. The Bank agrees and acknowledges that the Company shall not incur any liability as stated in 2. (c) above, to the extent that any claims, demands, liabilities, costs, actions, proceedings, charges and expenses arise out of any fraud or negligence duly proved on the part of the Bank, its officers, servants or agents.
4. This Authority and Indemnity is irrevocable save with the prior written consent of the Bank, such consent not to be unreasonably withheld.
5. For the benefit of the Bank the company submits to the jurisdiction of the Courts of Ireland in relation to any claim or proceeding hereunder.

The Company further irrevocably submits to any other jurisdiction in which it has assets.

Signed for and on behalf of Marjove Limited

Thomas B. Breen Director

In the presence of Daphne Tusse
Chartered Accountant

Muhammad Shahid Director

In the presence of Daphne Tusse
Chartered Accountant.

pursuant to a resolution of the Board of Directors dated the 2nd day of August 1995

Companies Acts, 1963 to 1990

Company Number

2 2 9 5 2 7

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name Marjove

gives notice of the following change(s) : (i) Mr. Thomas Breen and Mr. Kevin Murray Limited
were appointed as Directors on 2nd August 1995 (ii) Dr. George Young
and Mrs. Daphne Tease resigned as Directors with effect from 2nd
August 1995

Date change(s) take(s) effect 2nd Day 08 Month 1995 Year

Particulars of new director (including shadow director) / secretary

Surname	Murray	Forename	Kevin
Former surname		Former forename	
Business Occupation	Chartered Accountant	Date of Birth	01 Day 05 Month 1959Year
Home address	Nationality Irish		
"Borrmount", 210 Rochestown Avenue, Dun Laoghaire, Co. Dublin.			

Other directorships Registered at Company number

See attached

I hereby consent to act as director / ~~secretary~~ of the
aforementioned company

Signature *Ker - Murray* Date 02 August 1995

I hereby certify that the particulars contained in this form are correct

☐ Director ☒ Company Secretary

Signature Daphne Tager Date 02 August 1995

Name DAPHNE TEASE

Presenter's Name

Address

William Fry

Fitzwilton House,
Wilton Place,
Dublin 2.

Telephone Number
6681711

Reference
AP

Particulars of directors (including shadow directors)/secretary

Surname Breen

Former surname

Business Occupation Chartered Accountant

Home address

20 Cherbury Gardens,
Booterstown,
Co. Dublin.

Forename Thomas Benedict Patrick

Former forename

Date of Birth 16 Day 03 Month 1959 Year

Nationality Irish

Other directorships

See attached

Registered at

Company number

I hereby consent to act as director / ~~secretary~~ of the
aforementioned company

Signature *Thomas B. Breen*

Date 02 August 1995

Surname

Former surname

Business Occupation

Home address

Forename

Former forename

Date of Birth Day Month Year

Nationality

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature

Date

Surname

Former surname

Business Occupation

Home address

Forename

Former forename

Date of Birth Day Month Year

Nationality

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

Surname

Former surname

Business Occupation

Home address

Forename

Former forename

Date of Birth Day Month Year

Nationality

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

"Moyne"
11, Woodlands Park,
Blackrock,
Co. Dublin.

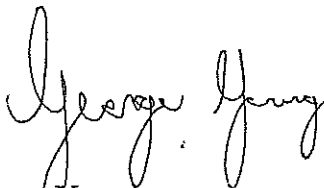
2nd August 1995

To the Directors - Marjove Limited

Dear Sirs,

I hereby tender my resignation as a Director of Marjove Limited with effect from 2nd August 1995.

Yours truly,


George Young

F:\SHARE\DA\PHNE\RESIGN\GY.DOC DT

"Kildrum"
Brighton Road,
Foxrock,
Dublin 18.

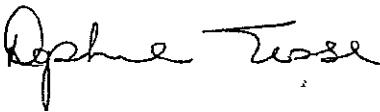
2nd August 1995

To the Directors - Marjove Limited

Dear Sirs,

I hereby tender my resignation as a Director of Marjove Limited with effect from 2nd August 1995.

Yours truly,



Daphne Tease

9



E 7

LOTUS GREEN LIMITED

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Wednesday, 2nd August 1995 at 11.15 a.m.

PRESENT:

Mr. M. Scholefield	Director	(In the Chair)
Ms. D. Tease	Director	

AGENDAS:

Dr. G. Young Director

ITEM 1:

Appointment of Auditors

Mr. Scholefield proposed and it was resolved that Coopers & Lybrand, Chartered Accountants, be appointed auditors to the Company.

ITEM 2:

Deposit account with Bank of Ireland Group Treasury

It was resolved that:

1. Bank of Ireland (hereinafter called "the Bank") be and is hereby requested to open and/or continue one or more accounts in the name of Lotus Green Limited (hereinafter called "the Company") at its Group Treasury Division and that the Bank be and is hereby requested and authorised to accept instructions at its Group Treasury Division in connection with the said accounts including, without limitation, any instruction for the withdrawal of any funds deposited therein from time to time provided that such instructions are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes.
2. notwithstanding the provisions of item 1 herein, the Company further instructs the Bank, that, in connection with the operation of any accounts as referred to above in the name of the Company, the Bank be and is hereby requested to act on instructions received by facsimile message provided, however, that such instructions are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes.
3. Mr. M. Scholefield and Ms. D. Tease be and are hereby authorised to execute the Authority and Indemnity in the form produced at this meeting on behalf of the Company in connection with instructions to be given by facsimile message.

-
4. the Bank be supplied with a list of the officials authorised to sign as per Schedule 1 of these minutes together with their specimen signatures and the Bank be given notice in writing, signed by the then Secretary, of any change which may occur from time to time in the Directors of the Company.
 5. this Resolution be communicated to the Bank and notwithstanding the provisions of item 4 herein shall constitute the mandate and authority of the Company to the Bank and shall remain in full force until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by at least one Director and the Secretary of the Company shall be communicated to the Bank.

CONCLUSION:

There being no other business the meeting concluded.

DATE 3 August 1995

CHAIRMAN Michael Ashcroft

SCHEDULE 1

BANK OF IRELAND GROUP TREASURY DIVISION - MANDATE

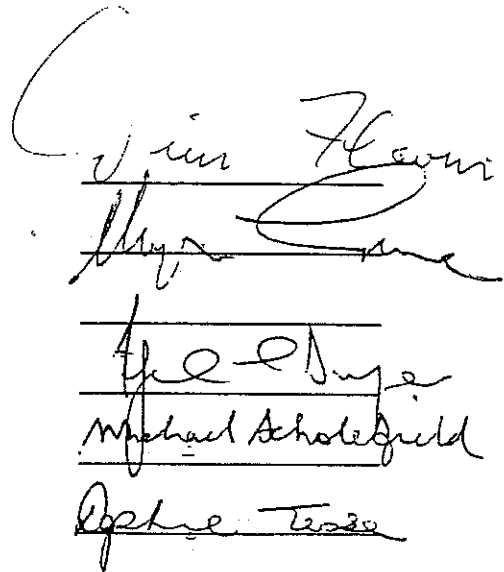
List of authorised signatories as approved at a meeting
of Directors of Lotus Green Limited held on 2nd August 1995.

In the case of:

- (i) Amounts less than or equal to IR£500, one "A" or "B" signatory
- (ii) Amounts greater than IR£500 and less than IR£300,000, two "A" or "B" signatories
- (iii) Amounts equal to or greater than IR£300,000 being transferred to
 - (a) accounts in the name of Marjove Limited with other Irish banks
 - or
 - (b) the account of DCC plc, Bank of Ireland, 2 College Green, Dublin 2, a/c no. 6905 4226, two "A" or "B" signatories
- (iv) Amounts equal to or greater than IR£300,000 and not to accounts as described in (iii) above, two "A" signatories

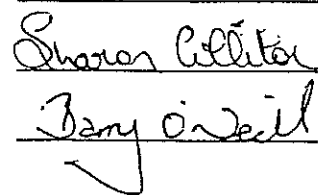
"A" SIGNATORIES

Jim Flavin	Chief Executive/ Deputy Chairman - DCC plc
Morgan Crowe	Executive Director - DCC plc
David Gavagan	Executive Director - DCC plc
Fergal O'Dwyer	Chief Financial Officer - DCC plc
Michael Scholefield	Director
Daphne Tease	Director



"B" SIGNATORIES

Pat O'Brien	Group Financial Accountant - DCC plc
Sharon Culliton	Manager - DCC plc
Barry O'Neill	Manager - DCC plc



Instruction by Facsimile

**Authority and Indemnity from a Company relating to
instructions by facsimile message**

Dated: 2 August 1995

TO:

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (hereinafter called "the Bank")

1. Lotus Green Limited ("the Company") having its registered office at Fitzwilton House, Wilton Place, Dublin 2 has furnished to the Bank a mandate under a resolution dated 2nd day of August 1995 (the resolution and any amendment, variation, replacement or substitution therefor from time to time are hereinafter referred to as "the Mandate") in relation to the operation of accounts in the name of the Company with Bank of Ireland Treasury Division.

In accordance with the terms of the Mandate the Company hereby further instructs the Bank that in connection with the operation of any of the accounts in the name of the Company certain combinations of persons named in a resolution of the Board of Directors of the Company and furnished to the Bank from time to time are authorised to give instructions by facsimile message.

2. In consideration of the Bank agreeing, at the request of the Company, to act on instructions received by facsimile message the Company hereby:
 - (a) covenants and undertakes with and to the Bank that:
 - (i) the Bank may act on such instructions sent by facsimile message, properly authorised by the Company in accordance with 1. above, whether such instructions include instructions to pay money or otherwise to debit or credit the accounts of the Company with any amount or relate to the disposition of any money in the accounts save in the case of manifest error, and

the Company shall at all times accept the debit or the credit of the Bank on any of the accounts in respect of any such transaction as conclusive evidence of any such instructions sent by facsimile message and of the amount involved.

- (ii) it shall do all that is necessary to ensure maximum security in connection with the issue of any such instructions sent by facsimile message and shall keep secret any system authorisations and/or validations codes issued in connection with such instructions and that if to the knowledge of the Company, any code becomes known to any unauthorised person it will notify the Bank immediately and will be liable in full until notification is received by the Bank for any transactions affected as a result of a breach of this provision whether with the knowledge of the Company or not.
 - (b) acknowledges and agrees:
 - (i) that no written confirmation shall be required before or after the Bank shall act on instructions sent by facsimile message but shall if called upon to do so by the Bank confirm such instructions in writing provided that failure to do so shall not render invalid any action taken by the Bank pursuant to such instructions.

- (ii) that, save where arising through act or omission of the Bank, its officers, servants or agents, duly proved, the Bank assumes no liability or responsibility for consequences arising out of the interruption of, delay and/or loss in transit of any messages, letters or documents or for any delay, mutilation or other errors arising in transmission of any instructions sent by facsimile message or for errors in translation of and/or interpretation of technical terms.
- (iii) that the Bank assumes no liability or responsibility for consequences arising out of the interruption of the Bank's business due to failure of power supplies, riots, civil commotions, insurrections, wars, acts of God or any other causes beyond the Bank's control.
- (c) indemnifies and agrees to keep indemnified the Bank against all reasonable claims, demands, liabilities, losses, costs (including legal fees on a full indemnity basis) actions, proceedings, charges and expenses whatsoever and howsoever arising which the Bank may incur or suffer by reason of the Bank acting on any instructions received by facsimile message and that the Bank may debit the account in the name of the Company with any sums payable by the Company hereunder.
3. The Bank agrees and acknowledges that the Company shall not incur any liability as stated in 2. (c) above, to the extent that any claims, demands, liabilities, costs, actions, proceedings, charges and expenses arise out of any fraud or negligence duly proved on the part of the Bank, its officers, servants or agents.
4. This Authority and Indemnity is irrevocable save with the prior written consent of the Bank, such consent not to be unreasonably withheld.
5. For the benefit of the Bank the company submits to the jurisdiction of the Courts of Ireland in relation to any claim or proceeding hereunder.

The Company further irrevocably submits to any other jurisdiction in which it has assets.

Signed for and on behalf of Lotus Green Limited

Michael Ashworth Director

Daphne Tose Director

In the presence of

Michael Ashworth

In the presence of

Michael Ashworth

Michael Ashworth

Michael Ashworth

pursuant to a resolution of the Board of Directors dated the 2nd day of August 1995

9 August 1995

our reference
JLM/BOH/gd

your reference

The Directors
DCC plc
DCC House
Brewery Road
Stillorgan
Co Dublin

Dear Sirs

Lotus Green Limited
Marjove Limited

We refer to our letter of engagement for DCC plc and subsidiary companies.

Following our appointment as auditors to the above named companies we now confirm that the terms of the letter of engagement will apply to these companies.

Would you please confirm, in writing, your agreement to this or alternatively sign and return the enclosed copy which will remain effective from one audit appointment to another until it is replaced.

Yours truly

Coopers & Lybrand

The above terms are accepted:-

Signature

9 August 1995

Date

Coopers & Lybrand is a member of Coopers & Lybrand International, a limited liability association incorporated in Switzerland. Authorised by the Institute of Chartered Accountants in Ireland to carry on investment business in the United Kingdom.
Dublin Cork Waterford Limerick Kilkenny Wexford

William P. Cunningham J. Vincent Clancy Niall W. Deasy Francis N. Ennis Desmond P. Guilfoyle E. Richard Lane John L. Mahon
Robin Menzies James Mullamsey Neil D. Murphy Michael McGrath Anne Penhony John P. Tuohy Mary Walsh
John C. Butler James Carew John K. Deevy Martin T. Hanrahan Michael P. Hayes Paul Hennessy Gerard P. Kinnane Anthony F. Kelly Frank N.A. Kelly
James T. Mangan Patrick F. Roche

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S&L Investments Limited

E18

**Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Thursday, 3rd August 1995 at 6.00 p.m.**

Mr. J. Flavin (In the Chair)
Mr. M. Crowe
Mrs. D. Tease

Mr. D. Gavagan
Mr. F. O'Dwyer

Prior to the passing of the resolution as set out below, it was noted that Ms. D. Tease is a Director common to S & L Investments Limited and Lotus Green Limited.

There was produced to the meeting the draft of a Share Purchase Agreement proposed to be entered into by the Company and Lotus Green Limited, a fellow wholly owned subsidiary of DCC plc.

It was noted that the Agreement provided for the sale by the Company of 7,667,500 Ordinary Shares of IR5p each in the capital of Fyffes plc ("the Fyffes shares") to Lotus Green Limited.

It was noted that the consideration receivable for the Fyffes shares would be calculated on the basis of their market value on the date of payment.

The Directors considered letters from Mr. Alvin Price of William Fry in relation to Companies Act provisions on the notification of interests and insider dealing.

After due consideration, it was resolved that Mr. Jim Flavin and Mr. Fergal O'Dwyer be authorised to agree such amendments to the draft Agreement not being of a substantial nature as they may think fit and that the common seal of S&L Investments Limited be affixed to the Agreement as finally amended in accordance with the Articles of Association.

There being no further business the meeting concluded.

DATE

3 Aug 95

CHAIRMAN

Jim Flavin

04.08.95

E22

S & L INVESTMENTS LIMITED

- and -

LOTUS GREEN LIMITED

SHARE PURCHASE AGREEMENT

WILLIAM FRY
Solicitors
Fitzwilton House
Wilton Place
Dublin 2

2439-131-AP

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SECTION 1.0 - SHARE PURCHASE AND SALE

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THIS AGREEMENT is made on

9th August

1995

BETWEEN:

S & L INVESTMENTS LIMITED
having its registered office
at DCC House, Stillorgan,
Blackrock, County Dublin
(hereinafter called the "Vendor")

- and -

LOTUS GREEN LIMITED
having its registered office
at Fitzwilton House, Wilton Place,
Dublin 2
(hereinafter called the "Purchaser")

WHEREAS:

A. The Vendor is the registered and beneficial owner of 7,667,500 Ordinary Shares of IR5p in the capital of Fyffes plc (the "Ordinary Shares").

B. The Purchaser has agreed to purchase and the Vendor has agreed to sell the Ordinary Shares upon and subject to the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that in consideration of mutual covenants, conditions, agreements, warranties and payments hereinafter set forth as provided for the parties hereto respectively covenant with each other as follows:-

SECTION 1.0 - SHARE PURCHASE AND SALE

1.1 Purchase and Sale. The Vendor hereby agrees to sell and the Purchaser agrees to purchase the Ordinary Shares free from any lien, charge or encumbrance and together with all accrued benefits and rights for the consideration referred to in Clause 1.2 and on the terms herein set out. The Purchaser shall not be obliged to complete the purchase of any of the Ordinary Shares unless the purchase of all of the Ordinary Shares is completed simultaneously.

1.2 Consideration. The consideration payable in respect of the Ordinary Shares shall be an amount of IR£8,050,875-00 ^{AB} all of which shall be payable by the Purchaser (by bank transfer) on the tenth business day next following the execution hereof (hereinafter called the "Completion Date").

1.3 Warranties and Undertakings. The Vendor hereby undertakes with and warrants to the Purchaser and its successors in title that it has and will at the Completion Date continue to have full power and authority to sell the Ordinary Shares on the terms set out herein and to pass to the Purchaser the beneficial ownership of the Ordinary Shares.

1.4 Completion. Completion shall take place at the registered office of the Vendor at 12.00 noon on the Completion Date or such later time, place and date as the parties hereto may agree. Upon Completion, the Purchaser shall make payment of the consideration payable as provided for in Clause 1.2 hereof and the Vendor shall deliver to the Purchaser:-

- (a) share certificates in respect of the Ordinary Shares; and
- (b) forms of transfer duly executed and made in favour of the Purchaser or its nominee.

SECTION 2.0 - GENERAL PROVISIONS

2.1 Survival of Obligations. The representations, undertakings and warranties contained in this Agreement together with any of the provisions of this Agreement which shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion.

- 2.2 Binding on Successors. This Agreement shall enure to the benefit of and be binding upon the respective parties hereto and their respective successors personal representatives and assigns. The Vendor agrees that the benefit of any provision of this Agreement may be enforced by the beneficial owner for the time being of the Ordinary Shares and accordingly the benefit of any provision of this Agreement may be assigned by the Purchaser and its successors in title without the consent of the Vendor.
- 2.3 Further Assurance. At the request of the Purchaser the Vendor shall (and shall procure that any other necessary parties shall) execute and do all such documents acts and things as may reasonably be required subsequent to Completion by the Purchaser for assuring to or vesting in the Purchaser (including its nominee or nominees) the legal or beneficial ownership of the Ordinary Shares.
- 2.4 Waiver. Any liability to a party hereto under the provisions of this Agreement may in whole or in part be released varied compounded or compromised by such party in its absolute discretion as regards the other party under such liability without in any way prejudicing or affecting its rights against the other party under the same or a like liability whether joint and several or otherwise. A waiver by a party hereto of any breach by the other party hereto of any of the terms provisions or conditions of this Agreement or the acquiescence of a party hereto in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto.
- 2.5 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original all such counterparts together constituting but one and the same instrument.

2.6 Business Days. If any action or duty to be taken or performed under any of the provisions hereof would, apart from the provisions of this Clause, fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such date.

2.7 Notices.

(a) Any notice or other communication required or permitted to be given or made hereunder shall be addressed and sent to the intended recipient at its registered office as hereinafter set out or to such other postal address as that party may from time to time have notified to the other party hereto in writing in accordance with the provisions hereof.

(b) Any notice or other communication required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if despatched by pre-paid letter post addressed as aforesaid and shall be deemed to be given or made:

(i) if delivered by hand - at the time of delivery;
or

(ii) if sent by post - forty eight hours after the same shall have been posted. -

2.8 Announcements. The Vendor and the Purchaser shall consult together as to the terms of, timetable for and manner of publication of, any announcement to shareholders, employees, customers, suppliers or to The Stock Exchange or other authorities or to the media or otherwise which either may desire or be obliged to make regarding the subject matter of this Agreement. Subject as aforesaid and save as may be required by law, neither the Vendor nor the Purchaser shall make or authorise any announcement concerning the subject matter of this Agreement.

2.9 Headings and Captions. The Section headings and captions to the Clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.

2.10 Governing Law. This Agreement shall in all respects (including the formation thereof and performance thereunder) be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof these presents have been entered into the day and year first herein written.

PRESENT when the common seal
of S & L INVESTMENTS LIMITED
was affixed hereto:-

F. J. Price
Director
Dated 2

F. J. Price
Director

Major Price
Director

PRESENT when the common seal
of LOTUS GREEN LIMITED
was affixed hereto:-

F. J. Price

Thomas B. Price
Director

Ken Mearns
Director

1167BH:11

**WILLIAM FRY
SOLICITORS**

X26

**FITZWILTON HOUSE, WILTON PLACE, DUBLIN 2, IRELAND
TELEPHONE (353-1) 668 1711****PRINCIPAL FAX NUMBER (353-1) 668 7016****ATTENTION OF**

Michael Scholefield Esq

COMPANY

DCC plc

FAX NO.

283 1018

FROM

Alvin Price

OUR REF.

2439-131-AP

NO. OF PAGES

3

INCLUDING THIS ONE**DATE 21 July 1995****IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE TELEPHONE
(353-1) 668 1711 AND ASK FOR - LIZ****MESSAGE**

Letter follows.

CONFIDENTIALITY NOTE: The message in this fax is confidential and for the use of the person(s) named above only. If you have received this message in error, please notify us immediately and destroy the message received and any copies of it that you may have taken.

WILLIAM FRY

SOLICITORS

FITZWILTON HOUSE, WILTON PLACE, DUBLIN 2, IRELAND.
TEL 01-668 1711, FAX 01-668 7016.
TELEX 93469, D.D.E. BOX NO. 023.

YOUR REF

IN REPLY PLEASE QUOTE

2439-131-AP

21 July 1995

Michael Scholefield Esq
DCC plc
DCC House
Brewery Road
Stillorgan
Blackrock
Co Dublin

Dear Michael,

I refer to previous discussions in regard to the proposal whereby the beneficial ownership of the DCC Group's shareholding ("the Relevant Shares") in the relevant plc ("the Relevant Plc") is intended to move from the two existing wholly owned DCC Group companies by which the Relevant Shares are currently held ("the Existing Holders") to a third wholly owned DCC Group company.

As you know, the question that has arisen is whether this internal move within the wholly owned DCC Group must be notified to the relevant plc and to the Stock Exchange.

A somewhat unusual feature of what is proposed here is that only the beneficial ownership (i.e. not the legal ownership) is to move and the Relevant Shares will at all relevant times remain registered in the names of the two DCC Group companies which are the Existing Holders.

As a matter of pure contract law, the beneficial ownership of any or all of the Relevant Shares can be (and always could be) moved around within the DCC Group any number of times without any involvement by the Relevant Plc or any third party, since no legal transfer of the Relevant Shares is involved.

The question which arises, therefore, is whether the 1990 Act has created an obligation to notify a movement of this type in an intra Group situation.

LONDON OFFICE: AUDREY HOUSE, 15-20 ELY PLACE, LONDON EC1N 6SN, ENGLAND. TELEPHONE 0171-430 2738. FAX 0171-431 9962.

PARTNERS: HOUGHTON FRY, FRANCIS E. SOWMAN, EDMUND FRY, NEVILLE R. O'BYRNE, ALVIN F.M. PRICE, MICHAEL T. O'CONNOR,
BRIAN H. O'DONNELL, DANIEL MORRISSEY, OWEN O'CONNELL, MICHAEL WOLFE, ROYCE SHUBOTHAM, GERARD HALPENNY, PATRICIA TAYLOR,
BRENDAN HENEGHAN, AISLINN O'CARRELL, JOHN LARKIN, MYRA GARRETT, ELAINE HANLY, MICHAEL QUINN, FRANK KEANE, BRENDAN CAHILL, NORA WILKINSON

ASSOCIATES: KENNETH MORGAN, MARIA BRENNAN, WILLIAM PRASIFKA (QUALIFIED NEW YORK),
LOUISE CAREY, PAULA WHELAN, JOAN FAGAN, EDWARD EVANS.

* Resident in London


CONSULTANT: OLIVER G. FRY.

WILLIAM FRY

Undoubtedly, the relevant provisions of the 1990 Act are very widely drawn, in that they refer to an acquisition or disposal by a person of any interest of any kind whatsoever and, therefore, on a strictly literal basis, an argument can be made that the individual wholly owned DCC Group companies should therefore notify their respective acquisitions and disposals of an interest in the Relevant Shares. When construed on a purposeful basis, however, a contrary view can be taken, in that the purpose of the relevant Sections of the 1990 Act are clearly to enable public limited companies and the public to know who are the true owners of a particular substantial block of shares, such as the Relevant Shares. In this case, I take the view that the true owner is the DCC Group, and the Relevant Plc and public have already been very clearly notified of that fact in accordance with the requirements of the 1990 Act, and that the 1990 Act should not be construed in the literal manner which would now require a further notification of essentially the same information. The wording of S.72(3) of the 1990 Act provides support for this view i.e. that one should for these purposes treat a group of companies as a single person.

While making notification is clearly the more cautious approach, I should stress, as previously advised, that this issue is strictly one for the DCC Group alone to decide upon, given the legal and commercial considerations involved. The Relevant Plc would only become involved if the Relevant Shares are presented for registration or, of course, if the relevant DCC Group companies decided to make a formal notification.

Yours sincerely,


Alvin F.M. Price
WILLIAM FRY
Solicitors

6920LL

WILLIAM FRY

SOLICITORS .

FITZWILTON HOUSE, WILTON PLACE, DUBLIN 2, IRELAND.
TEL 01-668 1711, FAX 01-668 7016.
TELEX 93469, D.D.E. BOX NO. 023.

YOUR REF

IN REPLY PLEASE QUOTE

2439-131-AP

25 July 1995

Michael Scholefield Esq
DCC plc
DCC House
Brewery Road
Stillorgan
Blackrock
Co Dublin

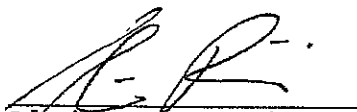
Dear Michael,

I refer further to the proposed intra Group transaction referred to in my letter of Friday last dealing with the issue of the possible notification of that transaction under the 1990 Companies Act.

I confirm that very similar considerations arise in relation to applicability to that transaction of the insider dealing provisions of the Companies Acts. Again, for essentially the same reasons as were outlined in my letter of last Friday, in our view there would be no question of any criminal or civil liability arising under those insider dealing provisions in consequence of the movement of the beneficial ownership of the relevant shares within the wholly owned DCC Group of companies.

Kind regards.

Yours sincerely,


Alvin F.M. Price
WILLIAM FRY
Solicitors

6930LL

LONDON OFFICE: AUDREY HOUSE, 15-20 ELY PLACE, LONDON EC1N 6SN, ENGLAND, TELEPHONE 0171-430 2738, FAX 0171-430 9982.

PARTNERS: HOUGHTON FRY, FRANCIS E. SOWMAN, EDMUND FRY, NEVILLE R. O'BYRNE, ALVIN F.M. PRICE, MICHAEL T. O'CONNOR, BRIAN H. O'DONNELL, DANIEL MORRISSEY, OWEN O'CONNELL, MICHAEL WOLFE, BOYCE SHUBOTHAM, GERARD HALPENNY, PATRICIA TAYLOR, BRENDAN HENEGHAN, *AISLINN O'TARRELL, JOHN LARKIN, MYRA GARRETT, ELAINE HANLY, MICHAEL QUINN, FRANK KEANE, BRENDAN CAHILL, NORA WHITE.

ASSOCIATES: KENNETH MORGAN, MARIA BRENNAN, WILLIAM PRASIFKA (QUALIFIED NEW YORK), LOUISE CAREY, PAULA WHELAN, JOAN FAGAN, EDWARD EVANS.

* Resident in London

CONSULTANT: OLIVER G. FRY.

E 19

LOTUS GREEN LIMITED

**Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Friday, 4th August 1995 at 4.00p.m.**

Mr. M. Scholefield Director (In the Chair)
Mrs. D. Tease Director

Dr. G. Young Director

Appointment of Mr. Thomas Breen as Director

Mr. Scholefield proposed that Mr. Thomas Breen be co-opted as a Director of the Company. It was unanimously resolved that Mr. Thomas Breen be and is hereby co-opted to the Board of Directors in accordance with the Articles of Association.

Appointment of Mr. Kevin Murray as Director

Mr. Scholefield proposed that Mr. Kevin Murray be co-opted as a Director of the Company. It was unanimously resolved that Mr. Kevin Murray be and is hereby co-opted to the Board of Directors in accordance with the Articles of Association.

Resignation of Dr. George Young as Director

Mr. Scholefield informed the meeting that he had received a letter dated 4th August, 1995 from Dr. George Young resigning from the Board.

There being no other business the meeting concluded.

DATE 4th August 1995

CHAIRMAN Michael Scholefield

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Company Number
2 2 9 2 1 8

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name Lotus Green

gives notice of the following change(s): (i) Mr. Thomas Breen and Mr. Kevin Murray Limited
were appointed as Directors on 4th August 1995 (ii) Dr. George Young
resigned as a Director with effect from 4th August 1995

Date change(s) take(s) effect 4th Day 08 Month 1995 Year

Particulars of new director (including shadow director) / secretary

Surname	Murray	Forename	Kevin
Former surname	None	Former forename	None
Business Occupation	Chartered Accountant	Date of Birth	01 Day 05 Month 1959 Year
Home address	Nationality Irish		
"Borrmount", 210 Rochestown Avenue, Dun Laoghaire, Co. Dublin.			

Other directorships _____ Registered at _____ Company number _____

See attached

I hereby consent to act as director / secretary of the
aforementioned company

Signature

Kevin Murray

Date 04 August 1995

I hereby certify that the particulars contained in this
form are correct

☒ Director ☐ Company Secretary

Signature

Michael Scholefield

Date 04 August 1995

Name MICHAEL SCHOLEFIELD

Presenter's Name

Address

William Fry

Fitzwilton House,
Wilton Place,
Dublin 2.

Telephone Number

6681711

Reference

AP

Particulars of directors (including shadow directors)/secretary

Surname Breen
Former surname None
Business Occupation Chartered Accountant
Home address
20 Cherbury Gardens,
Booterstown,
Co. Dublin.

Forename Thomas Benedict Patrick
Former forename None
Date of Birth 16 Day 03 Month 1959 Year
Nationality Irish

Other directorships

Registered at

Company number

See attached

I hereby consent to act as director / secretary of the
aforementioned company

Signature

Thomas B. Breen

Date

04 August 1995

Surname
Former surname
Business Occupation
Home address

Forename
Former forename
Date of Birth Day Month Year
Nationality

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature

Date

Surname
Former surname
Business Occupation
Home address

Forename
Former forename
Date of Birth Day Month Year
Nationality

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

Surname
Former surname
Business Occupation
Home address

Forename
Former forename
Date of Birth Day Month Year
Nationality

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

"Moyne"
11, Woodlands Park,
Blackrock,
Co. Dublin.

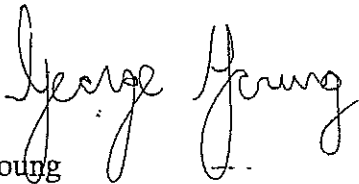
4th August 1995

the Directors - Lotus Green Limited

Dear Sirs,

I hereby tender my resignation as a Director of Lotus Green Limited with effect from 4th August 1995.

Yours truly,

A handwritten signature in cursive script, appearing to read "George Young".

George Young

Lotus Green Limited

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Wednesday, 9th August at 4.05 p.m.

E20

PRESENT: Mr. T. Breen (In the Chair)
Mr. K. Murray

GOING: Mr. M. Scholefield
Mrs. D. Tease

ATTENDANCE: Mr. A. Price (William Fry)
Mr. T. O'Driscoll (Coopers & Lybrand)

AGREEMENT ON PROPERTIES ED:

There was produced to the meeting a Loan Agreement proposed to be entered into by the Company and DCC Properties Limited, a fellow wholly-owned subsidiary of DCC plc, under the terms of which IR£38,462,985.68 is to be lent by DCC Properties Limited to the Company, interest-free, for the purpose of purchasing shares in Fyffes plc as referred to below.

After due consideration, the Directors approved the Loan Agreement and authorised Mr. Breen and Mr. Murray to sign the said Agreement on behalf of the Company.

AGREEMENT ON PURCHASE OF SHARES IN FYFFES PLC - FYFFES SHARES:

There was produced to the meeting a Share Purchase Agreement proposed to be entered into by the Company and DCC plc.

It was noted that the Agreement provided for the purchase by the Company of 23,109,507 Ordinary Shares of IR5p each and 4,621,901 IR8.25p (net) Convertible Cumulative Preference Shares of IR£1 each in the capital of Fyffes plc from DCC plc for a total consideration of IR£30,412,110.68.

The Directors considered the Agreement and it was resolved that the common seal of Lotus Green Limited be affixed to the Agreement in accordance with the Articles of Association.

AGREEMENT ON PURCHASE OF SHARES IN S&L INVESTMENTS LIMITED - FYFFES SHARES:

There was produced to the meeting a Share Purchase Agreement proposed to be entered into by the Company and S&L Investments Limited, a fellow wholly owned subsidiary of DCC plc.

It was noted that the Agreement provided for the purchase by the Company of 7,667,500 Ordinary Shares of IR5p each in the capital of Fyffes plc from S&L Investments Limited for a total consideration of IR£8,050,875.00.

The Directors considered the Agreement and it was resolved that the common seal of Lotus Green be affixed to the Agreement in accordance with the Articles of Association.

CONCLUSION:

There being no further business the meeting concluded.

9th August 1995
Date

Thomas D. Free
Chairman

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04.08.95

E24

DCC PROPERTIES LIMITED -

- and -

LOTUS GREEN LIMITED

LOAN AGREEMENT

WILLIAM FRY
Solicitors
Fitzwilton House
Wilton Place
Dublin 2

2439-133-0360AP

THIS AGREEMENT is made on
BETWEEN:

9th August

1995

DCC PROPERTIES LIMITED
having its registered office
at DCC House, Brewery Road,
Stillorgan, Blackrock, Co Dublin
(hereinafter called the "Lender")

- and -

LOTUS GREEN LIMITED
having its registered office
at Fitzwilton House, Wilton Place,
Dublin 2
(hereinafter called the "Borrower")

WHEREAS The Lender has agreed to make a loan to the Borrower on the terms set out herein.

NOW THIS AGREEMENT WITNESSETH:-

1. Amount. On the signing hereof, the Lender shall make available to the Borrower a loan in the sum of IR£⁷⁸2,462,98 (hereafter called the "loan").
2. Interest. The loan shall be free of interest for the first year of the Term and each subsequent year the Lender and Borrower shall agree whether the loan is to bear interest for that year and, if so, the applicable rate.
3. Purpose. The proceeds of the loan shall be applied by the Borrower in the purchase by it of shares in Fyffes plc.
4. Repayment. The loan made by the Lender to the Borrower hereunder shall be repayable at the end of the Term. Without prejudice to the foregoing, the loan shall become automatically and immediately repayable if:-

(a) an order is made, or an effective resolution is passed for the winding up of the Borrower other than for the purpose of reconstruction or amalgamation

while solvent on terms which have been previously approved by the Lender in writing or an examiner is appointed to it; or

(b) any security created by any mortgage or charge granted by the Borrower or a judgment mortgage obtained against the Borrower shall become enforceable whether or not the mortgagee or chargee takes any steps to enforce the same or the Lender by notice in writing to the Borrower indicates that the Lender is reasonably of the opinion (having made all reasonable enquiries) that any such event is likely to occur; or

(c) the Borrower is unable to pay its debts within the meaning of Section 214(b) or (c) of the Companies Act, 1963 (as amended); or

(d) the Borrower disposes of all of its assets for cash or other consideration in money's worth.

5. Term. The term of the loan will be fifteen years commencing on the date hereof (herein referred to as the "Term").

6. Notices. Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand against receipt of the addressee or his duly authorised agent or if sent by prepaid registered post addressed to the party to whom such notice is to be given at the address set out for such party herein (or such other address as such party may from time to time designate in writing to the other party hereto in accordance with the provisions of this Clause). Any such notice shall be deemed to have been duly given if delivered at the time of delivery and if sent by prepaid registered post as aforesaid forty eight hours after the same shall have been posted.

7. Subordination. The provisions relating to repayment under this Agreement will be subordinate to the rights of all other creditors of the Borrower (other than creditors with subordinated rights) whose claims as creditors shall rank in priority to the Lender's claim in respect of the Loan in any liquidation or receivership of the Borrower.
8. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement to any other party.
9. Headings and Captions. The Section headings and captions to the Clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.
10. Governing Law. This Agreement shall in all respects (including the formation thereof and performance thereunder) be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof these presents have been entered into the day and year first herein written.

Signed by MORGAN CROWE AND FERGAL O'DWYER
for and on behalf of
DCC PROPERTIES LIMITED
in the presence of :-

M. H. Crowe
Fergal O'Dwyer
Dublin 2

Fergal O'Dwyer
Morgan Crowe
Dublin 2

Signed by THOMAS BREEN AND KEVIN MURRAY
for and on behalf of
LOTUS GREEN LIMITED
in the presence of:-

Thomas Breen
Kevin Murray
Dublin 2

Thomas B. Breen
Kevin Murray

0360AP:11

04.08.95

E23

DCC plc

- and -

LOTUS GREEN LIMITED

SHARE PURCHASE AGREEMENT

WILLIAM FRY
Solicitors
Fitzwilton House
Wilton Place
Dublin 2

2439-131-AP

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1.4	Completion.	- 2 -

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THIS AGREEMENT is made on

9th August

1995

BETWEEN:

DCC plc
having its registered office
at DCC House, Stillorgan,
Blackrock, County Dublin
(hereinafter called the "Vendor")

- and -

LOTUS GREEN LIMITED
having its registered office
at Fitzwilton House, Wilton Place,
Dublin 2
(hereinafter called the "Purchaser")

WHEREAS:

A. The Vendor is the registered and beneficial owner of 23,109,507 Ordinary Shares of IR5p in the capital of Fyffes plc (the "Ordinary Shares") and 4,621,901 IR8.25p (net) Convertible Cumulative Preference Shares of IR£1 each in the capital of Fyffes plc (the "Preference Shares").

B. The Purchaser has agreed to purchase and the Vendor has agreed to sell the Ordinary Shares and the Preference Shares upon and subject to the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that in consideration of mutual covenants, conditions, agreements, warranties and payments hereinafter set forth as provided for the parties hereto respectively covenant with each other as follows:-

SECTION 1.0 - SHARE PURCHASE AND SALE

1.1 Purchase and Sale. The Vendor hereby agrees to sell and the Purchaser agrees to purchase the Ordinary Shares and the Preference Shares free from any lien, charge or encumbrance and together with all accrued benefits and rights for the consideration referred to in Clause 1.2 and

on the terms herein set out. The Purchaser shall not be obliged to complete the purchase of any of the Ordinary Shares or the Preference Shares unless the purchase of all of the Ordinary Shares and all the Preference Shares is completed simultaneously.

1.2 Consideration.

(a) The consideration payable in respect of the Ordinary Shares shall be an amount of IR£ 24,264,982-35^{AP} all of which shall be payable by the Purchaser (by bank transfer) on the tenth business day next following the execution hereof (hereinafter called the "Completion Date").

(b) The consideration payable in respect of the Preference Shares shall be an amount of IR£ 6,147,128.33^{AP} all of which shall be payable by the Purchaser (by bank transfer) on the Completion Date.

1.3 Warranties and Undertakings. The Vendor hereby undertakes with and warrants to the Purchaser and its successors in title that it has and will at the Completion Date continue to have full power and authority to sell the Ordinary Shares and the Preference Shares on the terms set out herein and to pass to the Purchaser the beneficial ownership of the Ordinary Shares and the Preference Shares.

1.4 Completion. Completion shall take place at the registered office of the Vendor at 12.00 noon on the Completion Date or such later time, place and date as the parties hereto may agree. Upon Completion, the Purchaser shall make payment of the consideration payable as provided for in Clause 1.2 hereof and the Vendor shall deliver to the Purchaser:-

(a) share certificates in respect of the Ordinary Shares and the Preference Shares; and

- (b) forms of transfer duly executed and made in favour of the Purchaser or its nominee.

SECTION 2.0 - GENERAL PROVISIONS

- 2.1 Survival of Obligations. The representations undertakings and warranties contained in this Agreement together with any of the provisions of this Agreement which shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion.
- 2.2 Binding on Successors. This Agreement shall enure to the benefit of and be binding upon the respective parties hereto and their respective successors personal representatives and assigns. The Vendor agrees that the benefit of any provision of this Agreement may be enforced by the beneficial owner for the time being of the Ordinary Shares or the Preference Shares and accordingly the benefit of any provision of this Agreement may be assigned by the Purchaser and its successors in title without the consent of the Vendor.
- 2.3 Further Assurance. At the request of the Purchaser the Vendor shall (and shall procure that any other necessary parties shall) execute and do all such documents acts and things as may reasonably be required subsequent to Completion by the Purchaser for assuring to or vesting in the Purchaser (including its nominee or nominees) the legal or beneficial ownership of the Ordinary Shares and/or the Preference Shares.
- 2.4 Waiver. Any liability to a party hereto under the provisions of this Agreement may in whole or in part be released varied compounded or compromised by such party in its absolute discretion as regards the other party under such liability without in any way prejudicing or affecting its rights against the other party under the same or a like liability whether joint and several or otherwise. A

waiver by a party hereto of any breach by the other party hereto of any of the terms provisions or conditions of this Agreement or the acquiescence of a party hereto in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto.

2.5 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original all such counterparts together constituting but one and the same instrument.

2.6 Business Days. If any action or duty to be taken or performed under any of the provisions hereof would, apart from the provisions of this Clause, fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such date.

2.7 Notices.

(a) Any notice or other communication required or permitted to be given or made hereunder shall be addressed and sent to the intended recipient at its registered office as hereinbefore set out or to such other postal address as that party may from time to time have notified to the other party hereto in writing in accordance with the provisions hereof.

(b) Any notice or other communication required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if despatched by pre-paid letter post addressed as aforesaid and shall be deemed to be given or made:

(i) if delivered by hand - at the time of delivery;
or

(ii) if sent by post - forty eight hours after the
same shall have been posted.

2.8 Announcements. The Vendor and the Purchaser shall consult together as to the terms of, timetable for and manner of publication of, any announcement to shareholders, employees, customers, suppliers or to The Stock Exchange or other authorities or to the media or otherwise which either may desire or be obliged to make regarding the subject matter of this Agreement. Subject as aforesaid and save as may be required by law, neither the Vendor nor the Purchaser shall make or authorise any announcement concerning the subject matter of this Agreement.

2.9 Headings and Captions. The Section headings and captions to the Clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.

2.10 Governing Law. This Agreement shall in all respects (including the formation thereof and performance thereunder) be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof these presents have been entered into the day
and year first herein written.

PRESENT when the common seal
of DCC plc
was affixed hereto:-

Allyn Love
DIRECTOR

John W. Davis
John
Dublin

Michael Schofield
SECRETARY

PRESENT when the common seal
of LOTUS GREEN LIMITED
was affixed hereto:-

John W. Davis

Thomas B. Zee
DIRECTOR
Kewberry
DIRECTOR

1157BH:11

04.08.95

S & L INVESTMENTS LIMITED

- and -

LOTUS GREEN LIMITED

SHARE PURCHASE AGREEMENT

WILLIAM FRY
Solicitors
Fitzwilton House
Wilton Place
Dublin 2

2439-131-AP

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SECTION 2.0 - GENERAL PROVISIONS

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2.8	Announcements.	- 4 -
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2.10	Governing Law.	- 5 -

THIS AGREEMENT is made on

9th August

1995

BETWEEN:

S & L INVESTMENTS LIMITED
having its registered office
at DCC House, Stillorgan,
Blackrock, County Dublin
(hereinafter called the "Vendor")

- and -

LOTUS GREEN LIMITED
having its registered office
at Fitzwilton House, Wilton Place,
Dublin 2
(hereinafter called the "Purchaser")

WHEREAS:

A. The Vendor is the registered and beneficial owner of 7,667,500 Ordinary Shares of IR5p in the capital of Fyffes plc (the "Ordinary Shares").

B. The Purchaser has agreed to purchase and the Vendor has agreed to sell the Ordinary Shares upon and subject to the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH that in consideration of mutual covenants, conditions, agreements, warranties and payments hereinafter set forth as provided for the parties hereto respectively covenant with each other as follows:-

SECTION 1.0 - SHARE PURCHASE AND SALE

1.1 Purchase and Sale. The Vendor hereby agrees to sell and the Purchaser agrees to purchase the Ordinary Shares free from any lien, charge or encumbrance and together with all accrued benefits and rights for the consideration referred to in Clause 1.2 and on the terms herein set out. The Purchaser shall not be obliged to complete the purchase of any of the Ordinary Shares unless the purchase of all of the Ordinary Shares is completed simultaneously.

1.2 Consideration. The consideration payable in respect of the Ordinary Shares shall be an amount of ~~IRE~~ 8,050,875-00 ⁴⁶ all of which shall be payable by the Purchaser (by bank transfer) on the tenth business day next following the execution hereof (hereinafter called the "Completion Date").

1.3 Warranties and Undertakings. The Vendor hereby undertakes with and warrants to the Purchaser and its successors in title that it has and will at the Completion Date continue to have full power and authority to sell the Ordinary Shares on the terms set out herein and to pass to the Purchaser the beneficial ownership of the Ordinary Shares.

1.4 Completion. Completion shall take place at the registered office of the Vendor at 12.00 noon on the Completion Date or such later time, place and date as the parties hereto may agree. Upon Completion, the Purchaser shall make payment of the consideration payable as provided for in Clause 1.2 hereof and the Vendor shall deliver to the Purchaser:-

- (a) share certificates in respect of the Ordinary Shares; and
- (b) forms of transfer duly executed and made in favour of the Purchaser or its nominee.

SECTION 2.0 - GENERAL PROVISIONS

2.1 Survival of Obligations. The representations, undertakings and warranties contained in this Agreement together with any of the provisions of this Agreement which shall not have been performed at Completion shall remain in full force and effect notwithstanding Completion.

- 2.2 Binding on Successors. This Agreement shall enure to the benefit of and be binding upon the respective parties hereto and their respective successors personal representatives and assigns. The Vendor agrees that the benefit of any provision of this Agreement may be enforced by the beneficial owner for the time being of the Ordinary Shares and accordingly the benefit of any provision of this Agreement may be assigned by the Purchaser and its successors in title without the consent of the Vendor.
- 2.3 Further Assurance. At the request of the Purchaser the Vendor shall (and shall procure that any other necessary parties shall) execute and do all such documents acts and things as may reasonably be required subsequent to Completion by the Purchaser for assuring to or vesting in the Purchaser (including its nominee or nominees) the legal or beneficial ownership of the Ordinary Shares.
- 2.4 Waiver. Any liability to a party hereto under the provisions of this Agreement may in whole or in part be released varied compounded or compromised by such party in its absolute discretion as regards the other party under such liability without in any way prejudicing or affecting its rights against the other party under the same or a like liability whether joint and several or otherwise. A waiver by a party hereto of any breach by the other party hereto of any of the terms provisions or conditions of this Agreement or the acquiescence of a party hereto in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto.
- 2.5 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which when executed and delivered shall constitute an original all such counterparts together constituting but one and the same instrument.

2.6 Business Days. If any action or duty to be taken or performed under any of the provisions hereof would, apart from the provisions of this Clause, fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such date.

2.7 Notices.

(a) Any notice or other communication required or permitted to be given or made hereunder shall be addressed and sent to the intended recipient at its registered office as hereinafter set out or to such other postal address as that party may from time to time have notified to the other party hereto in writing in accordance with the provisions hereof.

(b) Any notice or other communication required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if despatched by pre-paid letter post addressed as aforesaid and shall be deemed to be given or made:

(i) if delivered by hand - at the time of delivery;
or

(ii) if sent by post - forty eight hours after the same shall have been posted.


2.8 Announcements. The Vendor and the Purchaser shall consult together as to the terms of, timetable for and manner of publication of any announcement to shareholders, employees, customers, suppliers or to The Stock Exchange or other authorities or to the media or otherwise which either may desire or be obliged to make regarding the subject matter of this Agreement. Subject as aforesaid and save as may be required by law, neither the Vendor nor the Purchaser shall make or authorise any announcement concerning the subject matter of this Agreement.

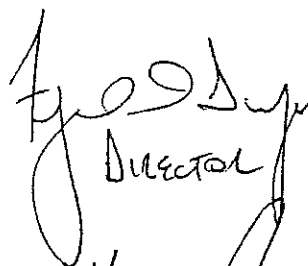
2.9 Headings and Captions. The Section headings and captions to the Clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.


2.10 Governing Law. This Agreement shall in all respects (including the formation thereof and performance thereunder) be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof these presents have been entered into the day and year first herein written.


PRESENT when the common seal
of S & L INVESTMENTS LIMITED
was affixed hereto:-

 F. Y. White
Director
Dated 2

 F. Y. White
Director

 M. J. C. C.
Director

PRESENT when the common seal
of LOTUS GREEN LIMITED
was affixed hereto:-

 F. Y. White
Director

Thomas B. Breen
Director

Ken Mearns
Director

1167BH:11



E21

DCC Properties Limited

**Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Wednesday, 9th August 1995 at 4.15p.m.**

Mr. M. Crowe (In the Chair)
Mr. F. O'Dwyer

Mr. J. Flavin
Mr. D. Gavagan
Mrs. D. Tease

Mr. A. Price (William Fry)
Mr. T. O'Driscoll (Coopers & Lybrand)

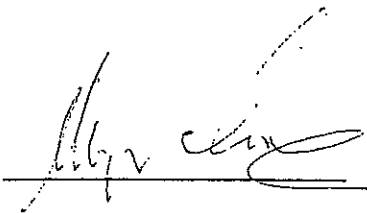
There was produced to the meeting a Loan Agreement proposed to be entered into by the Company and Lotus Green Limited, a fellow wholly-owned subsidiary of DCC plc, under the terms of which IR£38,462,985.68 be lent by the Company to Lotus Green Limited, interest-free, for the purpose of purchasing shares in Fyffes plc from other Group companies. It was noted that the funds to make the loan were being advanced by Bank of Ireland to the Company, pending receipt by the Company of interest-free loans, totalling IR£38,462,985.68, from DCC plc and S&L Investments Limited.

After due consideration, the Directors approved the Loan Agreement and authorised Mr. Crowe and Mr. O'Dwyer to sign the said Agreement on behalf of the Company.

There being no further business the meeting concluded.

DATE 9.8.95

CHAIRMAN



04.08.95

E24

DCC PROPERTIES LIMITED .

- and -

LOTUS GREEN LIMITED

LOAN AGREEMENT

WILLIAM FRY
Solicitors
Fitzwilton House
Wilton Place
Dublin 2

2439-133-0360AP

THIS AGREEMENT is made on

9th August

1995

BETWEEN:

DCC PROPERTIES LIMITED
having its registered office
at DCC House, Brewery Road,
Stillorgan, Blackrock, Co Dublin
(hereinafter called the "Lender")

- and -

LOTUS GREEN LIMITED
having its registered office
at Fitzwilton House, Wilton Place,
Dublin 2
(hereinafter called the "Borrower")

WHEREAS The Lender has agreed to make a loan to the Borrower on the terms set out herein.

NOW THIS AGREEMENT WITNESSETH:-

1. Amount. On the signing hereof, the Lender shall make available to the Borrower a loan in the sum of IR£¹¹⁰2,462,985 (hereafter called the "loan").
2. Interest. The loan shall be free of interest for the first year of the Term and each subsequent year the Lender and Borrower shall agree whether the loan is to bear interest for that year and, if so, the applicable rate.
3. Purpose. The proceeds of the loan shall be applied by the Borrower in the purchase by it of shares in Fyffes plc.
4. Repayment. The loan made by the Lender to the Borrower hereunder shall be repayable at the end of the Term. Without prejudice to the foregoing, the loan shall become automatically and immediately repayable if:-

- (a) an order is made, or an effective resolution is passed for the winding up of the Borrower other than for the purpose of reconstruction or amalgamation

while solvent on terms which have been previously approved by the Lender in writing or an examiner is appointed to it; or

- (b) any security created by any mortgage or charge granted by the Borrower or a judgment mortgage obtained against the Borrower shall become enforceable whether or not the mortgagee or chargee takes any steps to enforce the same or the Lender by notice in writing to the Borrower indicates that the Lender is reasonably of the opinion (having made all reasonable enquiries) that any such event is likely to occur; or
- (c) the Borrower is unable to pay its debts within the meaning of Section 214(b) or (c) of the Companies Act, 1963 (as amended); or
- (d) the Borrower disposes of all of its assets for cash or other consideration in money's worth.

5. Term. The term of the loan will be fifteen years commencing on the date hereof (herein referred to as the "Term").

6. Notices. Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand against receipt of the addressee or his duly authorised agent or if sent by prepaid registered post addressed to the party to whom such notice is to be given at the address set out for such party herein (or such other address as such party may from time to time designate in writing to the other party hereto in accordance with the provisions of this Clause). Any such notice shall be deemed to have been duly given if delivered at the time of delivery and if sent by prepaid registered post as aforesaid forty eight hours after the same shall have been posted.

7. Subordination. The provisions relating to repayment under this Agreement will be subordinate to the rights of all other creditors of the Borrower (other than creditors with subordinated rights) whose claims as creditors shall rank in priority to the Lender's claim in respect of the Loan in any liquidation or receivership of the Borrower.
8. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement to any other party.
9. Headings and Captions. The Section headings and captions to the Clauses in this Agreement are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of this Agreement.
10. Governing Law. This Agreement shall in all respects (including the formation thereof and performance thereunder) be governed by and construed in accordance with the laws of Ireland.

IN WITNESS whereof these presents have been entered into the day and year first herein written.

Signed by MORGAN CROWE AND FERGAL O'DWYER
for and on behalf of
DCC PROPERTIES LIMITED
in the presence of :-

Mc H. Crowe
Solvent
Dublin 2

Fergal O'Dwyer
for
DCC

Signed by THOMAS BREEN AND KEVIN MURRAY
for and on behalf of
LOTUS GREEN LIMITED
in the presence of:-

Thomas Breen
for
Lotus Green
Dublin 2

Thomas B. Breen
Kevin Murray

0360AP:11

E25

DCC plc

**Minutes of a Meeting of a Committee of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Wednesday, 9th August 1995 at 4.30 p.m.**

SENT: Mr. J. Flavin (By telephone)
Mr. M. Crowe

ATTENDANCE: Mr. F. O'Dwyer (Chief Financial Officer)

DECLARATION OF INTERESTS: Prior to the passing of the resolution set out below, it was noted that Mr. Flavin and Mr. Crowe were directors common to DCC plc and DCC Properties Limited.

AUTHORITY OF COMMITTEE: It was noted that the committee had been established by resolution of the Board passed on 31st July 1995 with full authority to do all such things as might seem to the committee to be necessary or expedient in connection with the transfer by the Company of its shares in Fyffes plc to a wholly-owned subsidiary.

REPORT TO DCC PROPERTIES LIMITED: Mr. Flavin stated that the sale by DCC of Fyffes plc shares to Lotus Green Limited, as approved at the Board meeting held on 31st July 1995, had been satisfactorily completed with DCC having received the agreed consideration of IR£30,412,110.68. Mr. Flavin proposed and it was agreed that DCC now lend the consideration proceeds of IR£30,412,110.68 to DCC Properties Limited, a wholly-owned subsidiary, interest free.

The Directors approved the loan and authorised Mr. O'Dwyer to make the necessary payment arrangements.

CONCLUSION: There being no further business the meeting concluded.

DATE

9th Aug, 95

CHAIRMAN

J. Flavin

S&L Investments Limited

E26

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Wednesday, 9th August at 4.40p.m.

PRESENT:

Mr. M. Crowe (In the Chair)
Mr. F. O'Dwyer

AGENDAS:

Mr. J. Flavin
Mr. D. Gavagan
Mrs. D. Tease

ATTENDANCE:

Mr. A. Price (William Fry)
Mr. T. O'Driscoll (Coopers & Lybrand)

RESOLUTIONS:

Prior to the passing of the resolution as set out below, it was noted that all the Directors of S&L Investments Limited are common to DCC Properties Limited.

RESOLUTIONS:

Mr. Crowe informed the meeting that the sale by S&L Investments Limited of Fyffes plc shares to Lotus Green Limited, as approved at the Board meeting held on 3rd August 1995, had been satisfactorily completed with S&L Investments Limited having received the agreed consideration of IR£8,050,875.00. Mr. Crowe proposed and it was agreed that S&L Investments Limited now lend the consideration proceeds of IR£8,050,875.00 to DCC Properties Limited, a fellow wholly-owned subsidiary of DCC plc.

The Directors approved the loan and authorised Mr. O'Dwyer to make the necessary payment arrangements.

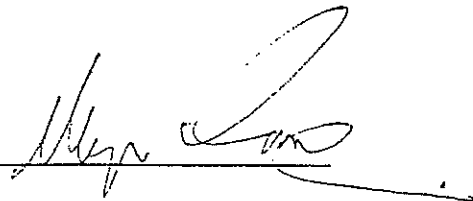
CONCLUSION:

There being no further business the meeting concluded.

DATE

9.8.95.

CHAIRMAN





E27

DCC Properties Limited

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Wednesday, 9th August at 4.45p.m.

PRESENT:

Mr. M. Crowe (In the Chair)
Mr. F. O'Dwyer

POLOGIES:

Mr. J. Flavin
Mr. D. Gavagan
Mrs. D. Tease

IN ATTENDANCE:

Mr. A. Price (William Fry)
Mr. T. O'Driscoll (Coopers & Lybrand)

DECLARATION OF
INTERESTS:

Prior to the passing of the resolution as set out below, it was noted that Mr. M. Crowe is a director common to DCC Properties Limited, DCC plc and S&L Investments Limited and Mr. F. O'Dwyer is a director common to DCC Properties Limited and S&L Investments Limited.

BORROWINGS:

It was proposed to borrow IR£30,412,110.68 from DCC plc and to borrow IR£8,050,875.00 from S&L Investments Limited. It was noted that the funds borrowed would be used to repay a loan of IR£38,462,985.68 advanced to the company by Bank of Ireland.

After due consideration, the Directors approved the proposal and authorised Mr. O'Dwyer to make the necessary arrangements.

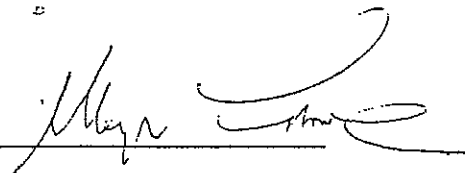
CONCLUSION:

There being no further business the meeting concluded.

DATE

9.8.95.

CHAIRMAN



10

Lotus Green Limited

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Wednesday, 9th August at 5.00p.m.

PRESENT: Mr. T. Breen (In the Chair)
Mr. K. Murray

PROLOGUES: Mr. M. Scholefield
Mrs. D. Tease

ATTENDANCE: Mr. A. Price (William Fry)
Mr. T. O'Driscoll (Coopers & Lybrand)

PURCHASE OF SHARES IN FYFFES PLC: Mr. Breen confirmed to the meeting that the purchase of shares in Fyffes plc, as approved at a meeting of Directors held earlier in the day, had been satisfactorily completed with consideration of IR£30,412,110.68 and IR£8,050,875.00 having passed to DCC plc and S&L Investments Limited respectively.

CONCLUSION: There being no further business the meeting concluded.

DATE 9th August 1995

CHAIRMAN Thomas B. Breen

Account Holder

S & L INVESTMENTS
CURRENT ACCOUNT

ACCOUNT STATEMENT

Bank of Ireland



2 COLLEGE GREEN DUBLIN 2
Tel (01) 6776801
Fax (01) 6770271

E29

Post to

90-00-17

Branch Code

69

Statement Number

31 AUG 1995

Date of Statement

14583577

Account Number

DATE DETAILS DEBIT CREDIT BALANCE

1995				
22 JUN	BALANCE FORWARD			90.45
1 AUG	EXPRESS/POST LODG		36,221.27	36,311.72
4 AUG	A/C TRANSFER	36,221.27		90.45
9 AUG	LOTUS GREEN		8,050,875.00	
	DCC PROPERTIES	8,050,875.00		90.45

RECEIVED 01 SEP 1995

Thank you for banking with us

Account Holder

ACCOUNT STATEMENT

DCC PROPERTIES LIMITED
CURRENT ACCOUNT

Bank of Ireland



2 COLLEGE GREEN DUBLIN 2
Tel (01) 6776801
Fax (01) 6770271

Post to

90-00-17

Branch Code

THE SECRETARY
DCC PLC
DCC HOUSE
STILLORGAN
CO DUBLIN

2

Statement Number

31 AUG 1995

Date of Statement

60274046

Account Number

DATE	DETAILS	DEBIT	CREDIT	BALANCE
------	---------	-------	--------	---------

1995	BALANCE FORWARD			0.00
9 AUG	S & L INVESTMENTS		8,050,875.00	
	DCC PLC		30,412,110.68	
	LOTUS GREEN	38,462,985.68		0.00
10 AUG	FROM MARJOVE LTD		76.00	76.00

RECEIVED

Thank you for banking with us

Account Holder

ACCOUNT STATEMENT

LOTUS GREEN LTD
CURRENT ACCOUNT

Bank of Ireland



2 COLLEGE GREEN DUBLIN 2
Tel (01) 6776801
Fax (01) 6770271

Post to

90-00-17
Branch Code

THE SECRETARY
DCC PLC
DCC HOUSE
STILLORGAN
CO DUBLIN

E 12
Statement Number

10 AUG 1995
Date of Statement

60273967
Account Number

DATE	DETAILS	DEBIT	CREDIT	BALANCE
1995				
22 JUN	BALANCE FORWARD			2.00
4 AUG	A/C TRANSFER		50,000.00	
	SDMT 90001704080092	50,000.00		2.00
9 AUG	DCC PROPERTIES		38,462,985.68	
	S & L INVESTMENTS	8,050,875.00		
	BCC PLC	30,412,110.68		2.00

Thank you for banking with us

Account Holder

ACCOUNT STATEMENT

DCC PLC
CURRENT ACCOUNT

Bank of Ireland



2 COLLEGE GREEN DUBLIN 2
Tel (01) 6776801
Fax (01) 6770271

Post to

90-00-17

Branch Code

THE SECRETARY
DCC PLC
DCC HOUSE
STILLORGAN
CO DUBLIN

E 1921

Statement Number

9 AUG 1995

Date of Statement

69054226

Account Number

DATE	DETAILS	DEBIT	CREDIT	BALANCE
------	---------	-------	--------	---------

1995

8 AUG BALANCE FORWARD

9 AUG LOTUS GREEN

CHEQUE. 5590

CHEQUE. 5611

0911497GMAST247960 DD

DCC PROPERTIES

CURRENT LENDING RATE

56.25

298.12

18.05

30,412,110.68

6.960%

30,412,110.68

75,415.11

75,042.69

Thank you for banking with us

Marjove Limited

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on 10th August 1995 at 9.00 a.m.

E30

PRESENT:

Mr. M. Scholefield Director
Mr. T. Breen Director
Mr. K. Murray Director

APOLOGIES:

Mrs. D. Tease

IN ATTENDANCE:

Mrs. M. Behan (Commissioner for Oaths)
Mr. R. Jackson (KPMG Stokes Kennedy Crowley)
Mr. T. O'Driscoll (Coopers & Lybrand)
Mr. F. O'Dwyer

CHAIRMAN:

It was resolved that Mr. Scholefield be and he is hereby appointed Chairman of the meeting.

ITEM 1:

Declaration of Solvency Incorporating a Statement of Affairs

A Declaration of Solvency incorporating a Statement of Affairs of the Company as at 4th August 1995 was submitted and discussed.

ITEM 2:

Report on Declaration of Solvency

A report on the Declaration of Solvency from Coopers & Lybrand, Chartered Accountants, was submitted and discussed.

ITEM 3:

Written Consent to Act from Proposed Liquidator

The written consent of Mr. Ray Jackson of KPMG Stokes Kennedy Crowley to act as Liquidator was submitted and discussed.

ITEM 4:

Winding up of the Company

It was resolved that an Extraordinary General Meeting of the Company be held on 10th August 1995 at 9.15a.m. for the purpose of considering and if thought fit passing a special resolution to:

- (a) wind up the Company;
- (b) appoint a Liquidator; and
- (c) authorise the Liquidator to distribute the whole or any part of the assets of the Company amongst the members in specie.

The Secretary was instructed to convene the necessary Extraordinary General Meeting and to obtain written consent from the shareholders to the holding of the meeting at short notice.

ITEM 5:

Declaration of Solvency:

A form of Declaration of Solvency containing a statement of the Company's assets and liabilities at 4th August 1995 together with the Report on the Declaration of Solvency from Coopers & Lybrand was produced to the meeting, approved and signed by a majority of the Directors in the presence of the Commissioner for Oaths.

The Secretary was instructed to file the Declaration of Solvency and Report thereon from Coopers & Lybrand in the Companies Registration Office as soon as practicable but on no account later than 15 days after the passing of the special resolution to wind up the Company.

CONCLUSION:

There being no further business, the meeting terminated.

DATE 10 Aug 1995

CHAIRMAN Michael Ashfield

COMPANY NUMBER ...229527...

E31
FORM NO. 12

"0.74, r. 139

No. 47

DECLARATION OF SOLVENCY

THE COMPANIES ACT 1963 - 1990

MEMBERS' VOLUNTARY WINDING UP

DECLARATION OF SOLVENCY EMBODYING A STATEMENT OF ASSETS
AND LIABILITIES AND REPORT AND STATEMENT
OF AN INDEPENDENT PERSON

Pursuant to Section 256, Companies Act, 1963 as amended by
Section 128, Companies Act 1990, and Rule 139.
Rules of the Superior Courts 1986
(Form No. 47 Appendix M)

Insert the

Name of the

Company Mariove LIMITED

Note:- To be effective the Declaration of Solvency must be made within the 28 days immediately preceding the date of the passing of the resolution for winding up the Company and delivered to the Registrar of Companies not later than the date of delivery to the Registrar in accordance with the provisions of Section 143 of a copy of the resolution for winding up the company.

Presented by

We Michael Scholefield, 29 Brighton Road, Rathgar, Dublin 6.
Thomas Breen, 20 Cherbury Gardens, Booterstown,
Blackrock, Co. Dublin.
Kevin Murray, "Borrmount", 210 Rochestown Avenue,
Dun Laoghaire, Co. Dublin.

being ~~at~~ the majority of the directors of
 Mariove Limited, do
 solemnly and sincerely declare that we have made a full enquiry into the
 affairs of the company, and that, having done so, we have formed the
 opinion that this company will be able to pay its debts in full within a
 period of *.....three.....months, from the commencement of the
 winding up, and we refer to a statement of the company's assets and
 liabilities as at +.....4th August....., 1995 upon each page
 of which statement marked with the letter "A" we have signed our
 respective names before making this declaration. And we attach hereto
 marked with the letter "B" report of the independent person referred to in
 Section 256 of the Companies Act 1963 as required by sub Section 2(c)
 of that Section together with a statement marked with the letter "C" from
 that independent person that he has given and not withdrawn his written
 consent to the issue of the declaration with the report as required by sub-
 section 2(d) of that Section.

(*) Insert a period of months not exceeding twelve
(+) This should be the latest practicable date (normally not more than three months) before the making of the declaration

And we make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1958.

Declared before me by
Richard Schofield
Thomas Breen
Kevin Gilman
who are personally known
to me (or are identified to me by

Signatures
Michael Scholefield
Thomas B. Zee
Kevin Murray

~~who is personally known to me)~~

at

at
D.C. House, Skilling Co. D.D.
this 10th day of August, 1995 at 9.00 AM.
Abigail Bala
Commissioner for Oaths.

Statement as at 4th August, 1995, showing Assets at estimated realisable values and liabilities expected to rank

Remarks:-
Sized

Michael Asholefield
Thomas B. Burt
Kane Murray

Declaration of Solvency (Form No. 12)

PUT LABEL ON FORM

(S 256 of the Companies Act, 1963 as substituted by S 128 of the Companies Act, 1990)

Checklist:- Please read carefully and sign at the end

Company Number 229527

1. The names and residential addresses of the directors must be entered on Page 2 of the Declaration.
2. If the directors making the Declaration, are all of the directors of the company, strike out 'majority' on Page 2. If the directors making the Declaration are the majority of the directors of the company strike out 'all' on Page 2.
3. Every director making the Declaration must sign it at the bottom right hand side of Page 2, and sign the Statement of Assets and Liabilities at the end of Page 3.
4. The Statement of Assets and Liabilities attached to the Declaration and marked with the letter 'A', must be made as at a date not more than 3 months before the date the Declaration is signed before the Commissioner for Oaths.
5. The Statement, by the Independent person, pursuant to Section 128(2)(d) of the Companies Act, 1990 - "that he has given and has not withdrawn his written consent to the issue of the Declaration with the report attached thereto" - marked with the letter 'C' must be attached to the Declaration.
6. The Report of the Independent person pursuant to Section 128(4) of the Companies Act, 1990 marked with the letter 'B' must also be attached to the Declaration.
7. The Declaration of Solvency shall have no effect unless it is made within the 28 days immediately preceding the date of the passing of the Resolution of the Company to wind up.
8. If the declaration is made and the Resolution to wind up is passed on the same day, the times of both must be given.
9. The Declaration must be delivered for registration either before, or on the same day as, the Resolution to wind up is delivered.
10. Note that the date effective of a Declaration of Solvency is the date that the Declaration is signed before the Commissioner for Oaths (or equivalent).
11. The Form No. 12 must be accompanied by a £5 registration fee.

Failure to comply with the statutory requirements will make the Declaration ineffective and the winding up will then be a creditors winding up. A High Court Order to rectify the situation will then be required.

I have noted all the above points and Form No. 12 has been completed accordingly.

Signed: _____

Presenter/Director/Secretary/Officer on behalf of the company.

When completed, this sheet together with Form No. 12 must be checked by an officer in Liquidations Section before filing through Cash.

If sending by post, please enclose a £5 registration fee with the Form No. 12 and address the envelope to: Michael Cumiskey, Liquidations Section, Companies Registration Office, Dublin Castle, Dublin 2. (Phone 6614222 Ext 4250).

Form No. 12 has been pre-checked by: _____

Liquidations Section

N.B. The Companies Office accepts no responsibility for ineffective Declarations filed.

"B"

**Independent Accountants' Report to the Directors of
Marjove Limited
Pursuant to Section 128 of the Companies Act, 1990**

We have examined the Statement of Assets and Liabilities of Marjove Limited as at 4 August 1995 which forms part of the statutory Declaration of Solvency to be made by the directors on 10 August 1995.

Basis of Opinion

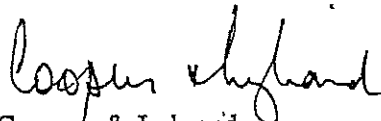
The scope of our work for the purpose of this Report was limited to confirming that

- (i) the statement of the company's assets and liabilities as at 4 August 1995 and
- (ii) the opinion of the directors that the company will be able to pay its debts in full within the period specified in the statutory Declaration of Solvency

are reasonable.

Opinion

In our opinion, and to the best of our information and according to the explanations given to us, the statement of the company's assets and liabilities at 4 August 1995 and the opinion of the directors that the company will be able to pay its debts in full within the stated period are reasonable.


Coopers & Lybrand
Registered Auditors
10 August 1995.

"C"

We, Coopers & Lybrand, have given and not withdrawn our written consent to the issue of the declaration with the report attached.

Signed:

Coopers & Lybrand

Date:

10th August 1995

E32

MARJOVE LIMITED

THE COMPANIES ACTS 1963 TO 1990

CONSENT TO ACT

I, Ray Jackson, Chartered Accountant of KPMG Stokes Kennedy Crowley, 1 Stokes Place, St. Stephen's Green, Dublin 2, hereby consent and agree to act as Liquidator of Marjove Limited, if the members appoint me in such capacity.

Dated this 3rd day of August 1995.

Signed by the said

Ray Jackson

In the presence of

Robert Barrett

E33

**Marjove Limited,
Fitzwilton House,
Wilton Place,
Dublin 2.**

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at DCC House, Brewery Road, Stillorgan, Blackrock, Co. Dublin on the 10th day of August 1995, at 9.15 am for the purpose of considering and, if thought fit, passing the following Resolution as a Special Resolution:

"THAT the Company be wound up Voluntarily as a Members' Voluntary Winding Up and that Mr. Ray Jackson of KPMG Stokes Kennedy Crowley be and is hereby appointed Liquidator of the Company for the purpose of such winding up, and that the Liquidator be and is hereby authorised, in accordance with the Memorandum and Articles of Association of the Company, to distribute the whole or any part of the assets of the Company amongst the members in specie."

Dated this 10th day of August 1995.

BY ORDER OF THE BOARD

Michael Scholefield

DIRECTOR

NOTE: Any member entitled to attend and vote at the above meeting may appoint a proxy to attend, speak and vote on his or her behalf. A proxy need not be a member of the Company.

Proxies to be used at the meeting should be lodged at the registered office not later than 48 hours before the time of the meeting.

Registered Office: Fitzwilton House, Wilton Place, Dublin 2. No. 229527
Directors: T. Breen, K. Murray, M. Scholefield.

E34

Marjove Limited
("the Company")

**CONSENT TO SHORT NOTICE
OF EXTRAORDINARY GENERAL MEETING**

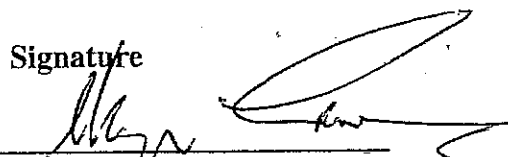
We, the undersigned, being the holders of all the shares giving a right to attend and vote at the Meeting, HEREBY CONSENT to the holding of an Extraordinary General Meeting of the Company convened for 6th August 1995 at 9-15 am notwithstanding that shorter notice thereof has been given than is provided for by the Companies Act, 1963 and the Articles of Association of the Company for the purpose of considering and, if thought fit, passing a Special Resolution to wind up the Company voluntarily, appoint a Liquidator and authorise the distribution of the whole or any part of the assets of the Company amongst the members in specie.

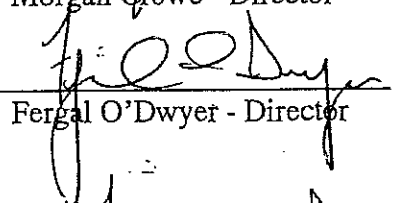
Shareholder

DCC Properties Limited

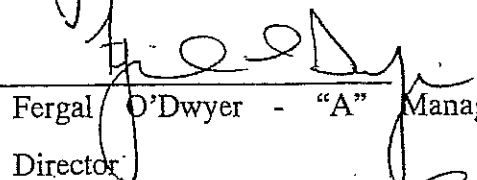
Signature


Date


Morgan Crowe - Director


Fergal O'Dwyer - Director

DCC International Holdings B.V.


Fergal O'Dwyer - "A" Managing
Director


Internationale Nederlanden (Nederland)
Trust B.V. - "B" Managing Director

MARJOVE LIMITED

GENERAL PROXY

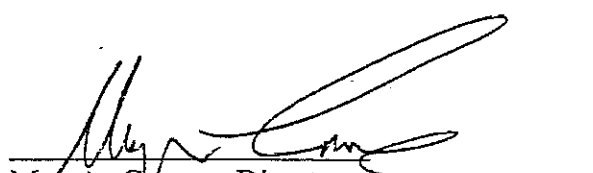
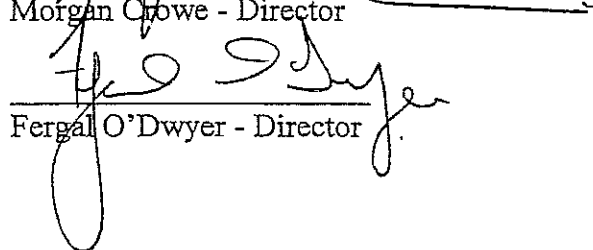
E35

IN THE MATTER OF MARJOVE LIMITED
AND IN THE MATTER OF
THE COMPANIES ACTS, 1963 TO 1990.

We, DCC Properties Limited of DCC House, Stillorgan, Blackrock, Co. Dublin being a Member, hereby appoint Mr. Thomas Breen or, failing him, Mr. Michael Scholefield to be our General Proxy to vote at the Meeting of the Members to be held in the above matter on 10th August 1995, or at any adjournment thereof.

DATED: This 10th day of August 1995

SIGNED:


Morgan Crowe - Director

Fergal O'Dwyer - Director

NOTES

- (1) The person appointed General Proxy may, in a winding up by the Court, be the Official Liquidator or such other person as the member may appoint and, in a voluntary winding up, may be the Liquidator or, if there is no Liquidator, the chairman of the meeting or such other persons as the member may appoint. The proxy form should be altered accordingly.
- (2) If a firm, sign the firm's trading name and add "by A.B. a Partner in the said firm". If the appointor is a corporation, then the form of proxy must be under its common seal or under the hand of some officer duly authorised in that behalf and the fact that the officer is so authorised must be so stated.
- (3) The proxy form when signed must be lodged by the time and at the address stated for that purpose in the notice convening the Meeting at which it is to be used.

MARJOVE LIMITED

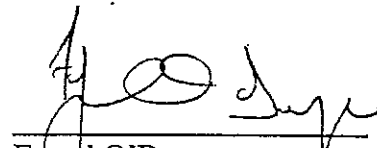
GENERAL PROXY

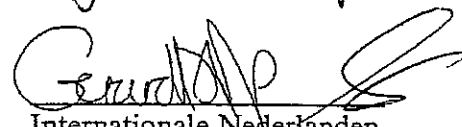
IN THE MATTER OF MARJOVE LIMITED
AND IN THE MATTER OF
THE COMPANIES ACTS, 1963 TO 1990.

We, DCC International Holdings B.V. of Prinses Irenestraat 61, 1077 Amsterdam, The Netherlands being a Member, hereby appoint Mr. Michael Scholefield or, failing him, Mr. Thomas Breen to be our General Proxy to vote at the Meeting of the Members to be held in the above matter on 10th August 1995, or at any adjournment thereof.

DATED: This day of August 1995

SIGNED:


Fergal O'Dwyer
"A" Managing Director


Internationale Nederlanden
(Nederland) Trust B.V.
"B" Managing Director

NOTES

- (1) The person appointed General Proxy may, in a winding up by the Court, be the Official Liquidator or such other person as the member may appoint and, in a voluntary winding up, may be the Liquidator or if there is no Liquidator, the chairman of the meeting or such other persons as the member may appoint. The proxy form should be altered accordingly.
- (2) If a firm, sign the firm's trading name and add "by A.B. a Partner in the said firm". If the appointor is a corporation, then the form of proxy must be under its common seal or under the hand of some officer duly authorised in that behalf and the fact that the officer is so authorised must be so stated.
- (3) The proxy form when signed must be lodged by the time and at the address stated for that purpose in the notice convening the Meeting at which it is to be used.

MARJOVE LIMITED

SPECIAL PROXY

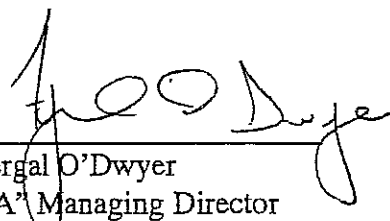
IN THE MATTER OF MARJOVE LIMITED
AND IN THE MATTER OF
THE COMPANIES ACTS, 1963 TO 1990.

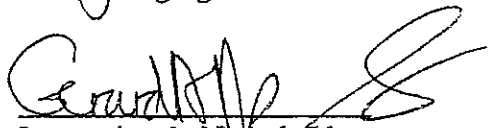
We, DCC International Holdings B.V. of Prinses Irenestraat 61, 1077 Amsterdam, The Netherlands being a Member, hereby appoint Mr. Michael Scholefield or, failing him, Mr. Thomas Breen as our Special Proxy at the Meeting of the Members to be held in the above matter on 10th August 1995, or at any adjournment thereof, to vote (a) for the resolution No. (b) _____ in the notice convening the said meeting.

- (a) Here insert the word "for" or the word "against" as the case may require
(b) Specify the particular resolution.

DATED: This _____ day of August 1995.

SIGNED:


Fergal O'Dwyer
"A" Managing Director


Internationale Nederlanden
(Nederland) Trust B.V.
"B" Managing Director

NOTES

- (1) The person appointed Proxy may, in a winding up by the Court, be the Official Liquidator or such other person as the member may appoint and, in a voluntary winding up, the Liquidator or if there is no Liquidator the chairman of the meeting or such other person as the member may appoint. The proxy form should be altered accordingly. A member may give a special proxy to any person to vote at any specified meeting or adjournment thereof on all or any of the following matters:
- (a) For or against the appointment or continuance in office of any specified person as Official Liquidator or as a member of the committee of inspection;
- (b) On all questions relating to any matter, other than those above referred to, arising at a specified meeting or adjournment thereof.
- (2) If a firm, sign the firm's trading title and add "by A.B. a partner in the said firm". If the appointor is a corporation, then the form of proxy must be under its common seal or under the hand of some officer duly authorised in that behalf, and the fact that he is so authorised must be so stated.
- (3) The proxy form when signed must be lodged by the time and at the address named for that purpose in the Notice convening the Meeting at which it is to be used.

MARJOVE LIMITED

SPECIAL PROXY

IN THE MATTER OF MARJOVE LIMITED
AND IN THE MATTER OF
THE COMPANIES ACTS, 1963 TO 1990.

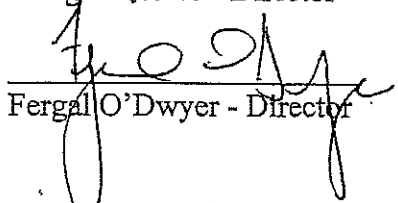
We, DCC Properties Limited of DCC House, Stillorgan, Blackrock, Co. Dublin being a Member, hereby appoint Mr. Thomas Breen or, failing him, Mr. Michael Scholefield as our Special Proxy at the Meeting of the Members to be held in the above matter on 10th August 1995, or at any adjournment thereof, to vote (a) for the resolution No. (b) _____ in the notice convening the said meeting.

- (a) Here insert the word "for" or the word "against" as the case may require.
(b) Specify the particular resolution.

DATED: This day of August 1995.

SIGNED:


Morgan Crowe - Director


Fergal O'Dwyer - Director

NOTES

- (1) The person appointed proxy may, in a winding up by the Court, be the Official Liquidator or such other person as the member may appoint, and in a voluntary winding up, the Liquidator or if there is no Liquidator the chairman of the meeting or such other person as the member may appoint. The proxy form should be altered accordingly. A member may give a special proxy to any person to vote at any specified meeting or adjournment thereof on all or any of the following matters:
- (a) For or against the appointment or continuance in office of any specified person as Official Liquidator or as a member of the committee of inspection;
 - (b) On all questions relating to any matter, other than those above referred to, arising at a specified meeting or adjournment thereof.
- (2) If a firm, sign the firm's trading title and add "by A.B. a partner in the said firm". If the appointor is a corporation, then the form of proxy must be under its common seal or under the hand of some officer duly authorised in that behalf, and the fact that he is so authorised must be so stated.
- (3) The proxy form when signed must be lodged by the time and at the address named for that purpose in the Notice convening the Meeting at which it is to be used.

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Marjove Limited

Minutes of an Extraordinary General Meeting of the Company
held at DCC House, Brewery Road, Stillorgan, Blackrock, Co. Dublin
on 10th August 1995 at 9.15a.m.

PRESENT:

Mr. M. Scholefield For DCC International Holdings B.V.
Mr. T. Breen For DCC Properties Limited

IN ATTENDANCE:

Mr. Ray Jackson (KPMG Stokes Kennedy Crowley)
Mr. T. O'Driscoll (Coopers & Lybrand)
Mr. F. O'Dwyer
Mr. K. Murray

NOTICE:

The notice convening the meeting was read.

AGREEMENT TO
SHORT NOTICE:

It was noted that agreement to the holding of the meeting at short notice had been received from all the members entitled to attend and vote thereat.

LIQUIDATION OF
THE COMPANY:

The following resolution was submitted to the meeting as a Special Resolution and on the proposal of Mr. Scholefield, seconded by Mr. Breen, it was resolved that:

"the Company be wound up voluntarily as a Members' Voluntary Winding Up and that Mr. Ray Jackson of KPMG Stokes Kennedy Crowley be and is hereby appointed Liquidator of the Company for the purpose of such winding up and that the Liquidator be and is hereby authorised, in accordance with the Memorandum and Articles of Association of the Company, to distribute the whole or any part of the assets of the Company amongst the members in specie."

CONCLUSION:

There being no further business, the meeting concluded.

DATE 10 August 1995

CHAIRMAN Michael Scholefield

IN THE MATTER OF
THE COMPANIES ACTS, 1963 - 1990

AND IN THE MATTER OF

SHANNON MARITIME DEVELOPMENT LIMITED
(In Voluntary Liquidation)

IT IS HEREBY GIVEN that at a Meeting of Members of the above named company duly convened and held on 1st August, 1995, the following Ordinary Resolution was duly passed:

"That the Company cannot, by reason of its liabilities, continue its business and that it be wound up voluntarily and that Mr. Gerard Lyons of Deloitte & Touche, ICC House, Lotic Quay, Limerick be and is hereby appointed Liquidator".

N McDONNELL
Director

Meeting of Creditors of Shannon Maritime Development Limited duly convened and held on 1st August, 1995 the appointment of Mr. Gerard Lyons of Deloitte & Touche, Chartered Accountants, ICC House, Charlotte Quay, Limerick as liquidator of company was confirmed.

ARD LYONS F.C.A.
Liquidator

Dated this 1st day of August, 1995.

IN THE MATTER OF THE COMPANIES ACTS 1963 TO 1990

AND IN THE MATTER OF

KINGSLEY OFFICE SERVICES LTD.
(In Liquidation)

A GENERAL MEETING OF THE MEMBERS of the said company, duly convened and held at Spa Hotel, Lucan, Co. Dublin on the 4th day of August, 1995, the following was duly passed:

"That the company by reason of its liabilities cannot continue in business and that it should be wound up voluntarily" and that Kieran Montgomery of Howlin, O'Rourke & Co., 328 North Circular Road, Dublin 7 be appointed liquidator for the purpose of such winding up".

KIERAN MONTGOMERY
Liquidator
North Circular Road
Dublin 7

IN THE MATTER OF THE COMPANIES ACTS, 1963 TO 1990

AND IN THE MATTER OF

FRESH & CLEAN LAUNDERETTE LIMITED
(In Voluntary Liquidation)

A Meeting of Members of the above named company duly convened and held on 9th August 1995, the following Resolution was passed:

"That it has been proved to the satisfaction of this Meeting that the company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up same and that, accordingly, the company be wound up voluntarily and that Charles J. Sheil of Sheil & Co., be appointed Liquidator for the purpose of such winding up".

Dated this ninth day of August 1995

CHARLES J SHEIL
Liquidator

IN THE MATTER OF

MARJOVE LIMITED

AND IN THE MATTER OF

THE COMPANIES ACTS 1963 TO 1990

At an Extraordinary General Meeting of the above company, duly convened and held at DCC House, Brewery Road, Stillorgan, Co. Dublin at 9.15 a.m. on 10 August, 1995, the following resolution was duly passed as a special resolution:

"THAT the company be wound up voluntarily as a Members' Voluntary Winding Up and that Mr. Ray Jackson of KPMG Stokes Kennedy Crowley be and is hereby appointed Liquidator of the company for the purposes of such Winding Up and that the Liquidator be and is hereby authorised, in accordance with the Memorandum and Articles of Association of the company, to distribute the whole or any part of the assets of the company amongst the members in specie."

Dated this 10th day of August, 1995.

RAY JACKSON
Liquidator

KPMG Stokes Kennedy Crowley,
1, Stokes Place,
St. Stephen's Green,
Dublin 2

SILVERPORT LIMITED

At an Extraordinary General Meeting of the above company held on 14th July, 1995 it was resolved that the company be wound up and that Mr. Richard Bowden, Messrs Bowden Walsh & Co., Beaumont Business Centre, Beaumont Road, Drogheda, Co. Louth be appointed Liquidator.

At a meeting of creditors held on the same day the appointment of Liquidator was ratified.

RICHARD BOWDEN
Liquidator

IN THE MATTER OF

THE COMPANIES ACT 1963 TO 1990

AND IN THE MATTER OF

ALFEM (SERVICES) LIMITED
(In Voluntary Liquidation)

At a meeting of the members of the above company duly convened and held on the 8th August 1995, the following resolution was passed:

"That the company cannot, by reason of its liabilities, continue its business and that it be wound up voluntarily and that David Hughes of Ernst & Young be and is hereby appointed Liquidator of the company."

Dated this 8th day of August 1995.

DAVID M. HUGHES
Liquidator

Ernst & Young,
Ernst & Young Building,
Harcourt Centre,
Harcourt Street,
Dublin 2.

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Lotus Green Limited

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on 10th August 1995 at 11.00 a.m.

E39

PRESENT:

Mr. K. Murray (In the Chair)
Mr. T. Breen

APOLOGIES:

Mr. M. Scholefield
Mrs. D. Tease

TRANSFER OF 2
ORDINARY SHARES:

There was produced to the meeting the following share transfers:-

<u>Transferor</u>	<u>Transferee</u>	<u>No. of IR£1 Ordinary Shares</u>
Marjove Limited	DCC International Holdings B.V.	1
DCC Nominees Limited	DCC Nominees Limited	1

It was noted that DCC Nominees Limited had previously held one IR£1 ordinary share in Lotus Green Limited in trust for Marjove Limited but under the new registration would be holding the share in trust for DCC International Holdings B.V.

It was resolved that the transfers be approved for registration by the Company and the Secretary be instructed to issue the appropriate share certificates.

CONCLUSION:

There being no further business the meeting concluded.

10/8/95.
Date

K. Murray
Chairman

SHARE CERTIFICATE

NO. 7

Lotus Green

LIMITED

This is to Certify that DCC International Holdings B.V.
of Princes Irenestraat 61, 1077 WV Amsterdam, The Netherlands.
is the Registered Proprietor of one
Fully Paid ordinary Shares of IR£1
each, numbered 7 to 7 inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given under the Common Seal of the Company
the 10th day of August 1995

Michael Scholefield
Doree Tease

SECRETARY

SHARE CERTIFICATE

NO. 8

Lotus Green

LIMITED

This is to Certify that DCC Nominees Limited
of DCC House, Stillorgan, Blackrock, Co. Dublin
is the Registered Proprietor of one
Fully Paid ordinary Shares of IR£1
each, numbered 8 to 8 inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given under the Common Seal of the Company
the 10th day of August 19⁹⁵

Michael Scholefield
Doree Tease

DIRECTORS

SHARE CERTIFICATE

NO. 5

Lotus Green

LIMITED

This is to Certify that Marjove Limited
of Fitzwilton, Wilton Place, Dublin 2
is the Registered Proprietor of one
Fully Paid ordinary Shares of IR£1
each, numbered to inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given under the Common Seal of the Company

the 26th day of May 1995

Michael Scholefield
Daphne Tasse

SECRETARY

SHARE CERTIFICATE

NO. 6

Lotus Green

LIMITED

This is to Certify that DCC Nominees Limited
of DCC House, Stillorgan, Blackrock, Co. Dublin
is the Registered Proprietor of one
Fully Paid ordinary Shares of IR£1
each, numbered 6 to inclusive in the above-named
Company subject to the Memorandum of Association and the Rules and
Regulations thereof.

Given under the Common Seal of the Company

the 26th day of May 1995

Michael Scholefield
Daphne Tasse

SECRETARY

DECLARATION OF TRUST

We DCC Nominees Limited
of DCC House, Brewery Road, Stillorgan, Blackrock, Co Dublin

HEREBY ACKNOWLEDGE and declare that we hold the share shown in the Schedule hereto registered in our name (hereinafter called "the Share") as nominees and in trust for DCC International Holdings B.V. of Princes Irenestraat 61, 1077 Amsterdam, The Netherlands (hereinafter called "the Owner") and hereby agree as follows:-

1. To hold the Share and all dividends and bonuses accrued or which may accrue thereon upon trust for the Owner.
2. To transfer pay and deal with the Share and dividends and bonuses thereon as and only as the Owner shall from time to time direct.
3. To exercise the voting power conferred by the holding of the Share in such a manner and for such purposes as the Owner may from time to time direct and if so requested by the Owner to attend all necessary meetings and further if so required by the Owner to execute all such deeds or other documents as may be necessary or proper to enable the Owner or his nominee to exercise such voting power or attend such meetings as aforesaid.

SCHEDULE

One Ordinary Share of IR£1 in Lotus Green Limited

Dated this 10th day of August 1995

PRESENT when the common seal
of DCC NOMINEES LIMITED
was affixed hereto:-

John J. Dwyer
Director
Daphne Fessenden
DIRECTOR

Celia Byrne.
47 Pockenhall,
Sligo Road,
Mortstown,
Co. Dublin.

Secretary.

E4C

Lotus Green Limited

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Thursday, 24th August 1995 at 9.15 a.m.

PRESENT:

Mr. M. Scholefield (In the Chair)
Mrs. D. Tease

IN ATTENDANCE:

Mr. Fergal O'Dwyer

RESIGNATION OF

MR. THOMAS

BREEN AS

DIRECTOR:

Mr. Scholefield informed the meeting that he had received a letter dated 24th August, 1995 (9.00 a.m.) from Mr. Thomas Breen resigning from the Board.

RESIGNATION OF

MR. KEVIN

MURRAY AS

DIRECTOR:

Mr. Scholefield informed the meeting that he had received a letter dated 24th August, 1995 (9.00 a.m.) from Mr. Kevin Murray resigning from the Board.

APPOINTMENT OF

MR. FERGAL

O'DWYER AS

DIRECTOR:

Mr. Scholefield proposed that Mr. Fergal O'Dwyer be co-opted as a Director of the Company. It was unanimously resolved that Mr. Fergal O'Dwyer be and is hereby co-opted to the Board of Directors in accordance with the Articles of Association.

APPOINTMENT OF

DR. GEORGE

YOUNG AS

DIRECTOR:

Mr. Scholefield proposed that Dr. George Young be co-opted as a Director of the Company. It was unanimously resolved that Dr. George Young be and is hereby co-opted to the Board of Directors in accordance with the Articles of Association.

CONCLUSION:

There being no further business the meeting concluded.

DATE 6 September 1995

CHAIRMAN Michael Scholefield

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Company Number

2 2 9 2 1 8

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name

Lotus Green

Limited

gives notice of the following change(s) :

Mr. Thomas Breen, Mr. Kevin Murray, Mr. Michael Scholefield and
Mrs. Daphne Tease resigned as Directors of the Company

Date change(s) take(s) effect

24 Day 08 Month 95 Year

Particulars of new director (including shadow director) / secretary

Surname	Forename			
Former surname	Former forename			
Business Occupation	Date of Birth	Day	Month	Year
Home address	Nationality			

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature

Date

I hereby certify that the particulars contained in this
form are correct

☐ Director ☒ Company Secretary

Signature

Daphne Tease

Date

24/08/95

Name

DAPHNE TEASE

Presenter's Name

Address

William Fry

Fitzwilton House,
Wilton Place, Dublin 2.

Telephone Number

01 - 6681711

Reference

AP

Particulars of directors (including shadow directors)/secretary

Surname	Forename			
Former surname	Former forename			
Business Occupation	Date of Birth	Day	Month	Year
Home address	Nationality			

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature

Date

Surname
Former surname
Business Occupation
Home address

Forename
Former forename
Date of Birth
Nationality

Day Month Year

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature

Date

Surname
Former surname
Business Occupation
Home address

Forename
Former forename
Date of Birth
Nationality

Day Month Year

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

Surname
Former surname
Business Occupation
Home address

Forename
Former forename
Date of Birth
Nationality

Day Month Year

Other directorships

Registered at

Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

20, Cherbury Gardens,
Booterstown,
Co. Dublin.

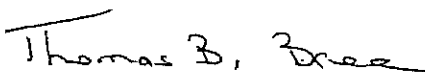
24th August 1995

To the Directors - Lotus Green Limited

Dear Sirs,

I hereby tender my resignation as a Director of Lotus Green Limited with effect from 24th August 1995, 9.00 a.m.

Yours truly,


Thomas Breen

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Borrmount,
210, Rochestown Ave.,
Dun Laoghaire,
Co. Dublin.

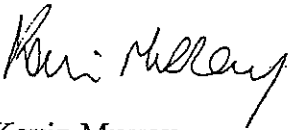
24th August 1995

To the Directors - Lotus Green Limited

Dear Sirs,

I hereby tender my resignation as a Director of Lotus Green Limited with effect from 24th August 1995, 9.00 a.m.

Yours truly,



Kevin Murray

F:\SHARED\DA\PHNE\RESIGN\KM.DOC DT

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Company Number

2 2 9 2 1 8

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name

Lotus Green

Limited

gives notice of the following change(s) :

Dr. George Young and Mr. Fergal O'Dwyer were appointed as Directors of the Company.

Date change(s) take(s) effect

24 Day 08 Month 1995 Year

Particulars of new director (including shadow director) / secretary

Surname O'Dwyer

Forename Fergal

Former surname

Former forename

Business Occupation Chartered Accountant Date of Birth 23 Day 04 Month 1960 Year

Home address 6 Mount Prospect Lawn, Clontarf, Dublin 3. Nationality Irish

Other directorships

See attached

Registered at

Company number

I hereby consent to act as director / ~~secretary~~ of the
aforementioned company.

Signature

Date 24/08/95

I hereby certify that the particulars contained in this
form are correct

☐ Director ☒ Company Secretary

Signature

Date 24/08/95

Name

DAPHNE TEASE

Presenter's Name

Address

William Fry

Fitzwilton House,
Wilton Place,
Dublin 2.

Telephone Number

01 - 6681711

Reference

AP

E41

Lotus Green Limited

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Thursday, 24th August 1995 at 11.00 a.m.

PRESENT:

Mr. F. O'Dwyer (In the Chair)
Dr. G. Young

SIGNATION OF
MR. MICHAEL
SCHOLEFIELD AS
RESIGNER:

Mr. O'Dwyer informed the meeting that he had received a letter dated 24th August, 1995 (10.00 a.m.) from Mr. Michael Scholefield resigning from the Board.

SIGNATION OF
MRS. DAPHNE
TEASE AS
RESIGNER:

Mr. O'Dwyer informed the meeting that he had received a letter dated 24th August, 1995 (10.00 a.m.) from Mrs. Daphne Tease resigning from the Board.

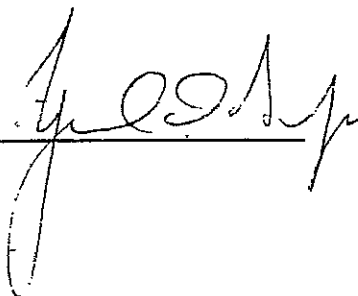
CONCLUSION:

There being no further business the meeting concluded.

DATE

24th August 1995

CHAIRMAN



"Kildrum"
Brighton Road,
Foxrock,
Dublin 18.

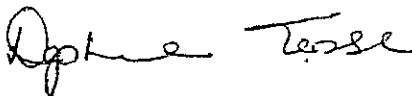
24th August 1995

To the Directors - Lotus Green Limited

Dear Sirs,

I hereby tender my resignation as a Director of Lotus Green Limited with effect from 24th August 1995, 10.00 a.m.

Yours truly,

A handwritten signature in cursive script, appearing to read 'Daphne Tease'.

Daphne Tease

29, Brighton Road,
Rathgar,
Dublin 6.

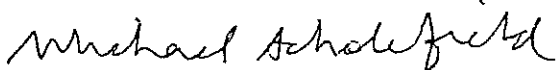
24th August 1995

To the Directors - Lotus Green Limited

Dear Sirs,

I hereby tender my resignation as a Director of Lotus Green Limited with effect from 24th August 1995, 10.00 a.m.

Yours truly,



Michael Scholefield

F:\SHARED\IDAPHNE\RESIGNMS.DOC DT

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E 42

DCC Properties Limited

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Thursday, 24th August 1995 at 2.30 p.m.

PRESENT:

Mr. M. Crowe (In the Chair)
Mr. F. O'Dwyer
Mrs. D. Tease

APOLOGIES:

Mr. J. Flavin
Mr. D. Gavagan

DECLARATION OF INTERESTS:

Prior to the passing of the resolution as set out below, it was noted that Mr. F. O'Dwyer is a director common to DCC Properties Limited and Lotus Green Limited.

LOAN AGREEMENT - LOTUS GREEN LIMITED:

Mr. Crowe referred to the loan of IR£38,462,985.68 made to Lotus Green Limited, a fellow wholly owned subsidiary of DCC plc, under the terms of a Loan Agreement dated 9th August 1995.

Mr. Crowe stated that, arising from the planned change of residency of Lotus Green Limited to The Netherlands on 25th August 1995, it was now proposed to redenominate the said loan to Dutch Guilders. The Directors considered the draft Loan Agreement which provided for the redenomination of the loan and it was resolved that the Loan Agreement be approved and that Mr. O'Dwyer and Mrs. Tease be authorised to sign the Loan Agreement on behalf of the Company, subsequent to a rate being set for Dutch Guilders against the Irish pound at 10.00 a.m. (in the Netherlands) on 25th August 1995 as provided for under the terms of the Loan Agreement.

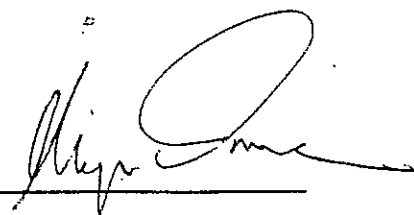
CONCLUSION:

There being no further business the meeting concluded.

DATE

24.8.95.

CHAIRMAN



E43

DCC PROPERTIES LIMITED

- and -

LOTUS GREEN LIMITED

AGREEMENT

WILLIAM FRY
Solicitors
Fitzwilton House
Wilton Place
Dublin 2

2439-131-0363AP

THIS AGREEMENT is made on 25 August 1995

BETWEEN:

DCC PROPERTIES LIMITED
having its registered office
at DCC House, Brewery Road,
Stillorgan, Blackrock, Co Dublin
(hereinafter called the "Lender")

- and -

LOTUS GREEN LIMITED
having its registered office
at Fitzwilton House, Wilton Place,
Dublin 2 and its Head Office at
Keizersgracht 534, 1017 Ed Amsterdam
(hereinafter called the "Borrower")

WHEREAS

A. The Lender has made available to the Borrower a loan of IR£38,462,985.68 pursuant to a Loan Agreement dated 9th August 1995.

B. The parties have agreed that the said loan will henceforth be denominated in Dutch Guilders and have further agreed that the amount of the said loan expressed in Dutch Guilders at the rate of exchange ruling at 10 am in the Netherlands on the date hereof is 100,138,385.20 — Dutch Guilders.

NOW THIS AGREEMENT WITNESSETH:-

1. The parties hereto hereby agree that henceforth the said loan shall be denominated in Dutch Guilders and accordingly the principal amount due to be repaid in respect of the said loan shall hereafter be 100,138,385.20 — Dutch Guilders.
2. Notwithstanding the provisions of Clause 1 hereof all the provisions of the Loan Agreement (other than the provision expressing the amount of the loan in Irish Pounds) shall apply to the said loan as denominated in Dutch Guilders


and accordingly the Loan Agreement shall continue in full force and effect and shall hereafter be binding on the parties hereto to the like extent and in the same manner as heretofore save that the amount of Loan (as therein defined) shall hereafter be 100,138,385.2 ——— Dutch Guilders.

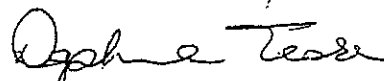
3. This agreement shall be governed by and construed in accordance with the laws of Ireland and shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

IN WITNESS whereof these presents have been entered into the day and year first herein written.

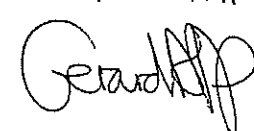
Signed by
for and on behalf of
DCC PROPERTIES LIMITED
in the presence of :-

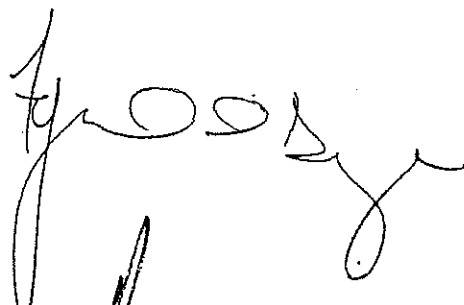
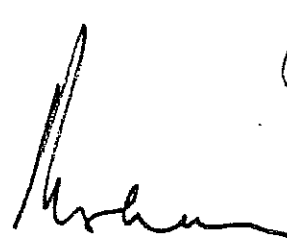
Michael Scholefield
Chartered Accountant
29 Brighton Road
Rathgar Dublin 6


Director


Director

Signed by
for and on behalf of
LOTUS GREEN LIMITED
in the presence of:-

G. A. Rump


0363AP:11



Lotus Green Limited

Minutes of a Meeting of Directors
held at Prinses Irenestraat 61, Amsterdam, the Netherlands
on Friday, 25th August 1995 at 12.15 p.m.

PRESENT:

Mr. F. O'Dwyer (Director)
Dr. G. Young (Director)

IN ATTENDANCE:

Mr. H. Roskam
Mr. G. Jansen Venneboer
Mr. E. F. Switters
Mr. G.A. Rump

APPOINTMENT OF CHAIRMAN:

The meeting appointed Mr. F. O'Dwyer as its Chairman.

QUORUM:

The Chairman opened the meeting and established that all members of the Board of Directors were present, so that the Board could validly decide and resolve.

AGENDA:

The agenda for the meeting, which is attached as exhibit 2 to these minutes, was unanimously approved by the Board.

RESOLUTIONS:

The Meeting took subsequently the following resolutions, which shall form as of the day hereof valid resolutions of the Board of Directors of the Company:

- (1) **RESOLVED** to appoint Mr. H. Roskam as a Director of the Company with effect from 25th August 1995.
- (2) **RESOLVED** to appoint Mr. G. Jansen Venneboer as a Director of the Company, with effect from 25th August 1995.
- (3) **RESOLVED** to appoint Mr. G.A.L.R. Diepenhorst as a Director of the Company, with effect from 25th August 1995.
- (4) **RESOLVED** to appoint Internationale Nederlanden (Nederland) Trust B.V., with trade name ING (Nederland) Trust, as Company Secretary of the Company, with effect from 25th August 1995.

CONCLUSION:

There being no further matters to discuss, the Chairman closed the meeting of the Board.


F.O. Dwyer

"A" Director

Date:

26 October 1995

Mr. H. Roskam

"B" Director

Date:

26-10-1995

Agenda

Of: Lotus Green Limited

For: Meeting of Directors

To be held on: 25 August 1995 @ 12.15 p.m.

At: Prinses Irenestraat 61, Amsterdam

1. Appointment of Mr. Henri Roskam as a Director of the Company
2. Appointment of Mr. Gerard Jansen Venneboer as a Director of the Company
3. Appointment of Mr. G.A.L.R. Diepenhorst as a Director of the Company
4. Appointment of Internationale Nederlanden (Nederland) Trust B.V., with trade name ING (Nederland) Trust, as Secretary of the Company
5. Any other business

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Company Number

2 2 9 2 1 8

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name Lotus Green

Limited

gives notice of the following change(s) Mrs. Daphne Tease resigned as Secretary of the Co
Internationale Nederlanden (Nederland) Trust B.V. was appointed
Company Secretary of the Company

Date change(s) take(s) effect

Day 25 Month 08 Year 95

Particulars of new director (including shadow director) / secretary

Surname Internationale Nederlanden Forename

~~Former surname~~ (Nederland) Trust B.V. ~~Former forename~~

Business Occupation

Date of Birth

Day

Month

Year

Home address

Nationality

Prinses Irenestraat 61,
Amsterdam; The Netherlands.

Dutch Registered Company

Other directorships

Registered at

Company number

Not required

I hereby consent to act as ~~director~~ / secretary of the
aforementioned company.

Internationale Nederlanden
(Nederland) Trust B.V.

Signature

Gerd A. P. v. d. V.

Date

13 OCT 1995

I hereby certify that the particulars contained in this
form are correct

☒ Director ☐ Company Secretary

Signature

Fergal O'Dwyer

Date

24/10/95

Name Fergal O'Dwyer

"A" Director

Henri Roskam

"B" Director

Presenter's Name

William Fry

Address

Fitzwilton House,
Wilton Place,
Dublin 2.

Telephone Number

Reference

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Company Number

2 2 9 2 1 8

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name Lotus Green

Limited

gives notice of the following change(s)

Mr. Fergal O'Dwyer and Dr. George Young were redesignated as
"A" Directors of the Company

Date change(s) take(s) effect

Day 25 Month 08 Year 95

Particulars of new director (including shadow director) / secretary

Surname O'Dwyer

Forename Fergal

Former surname

Former forename

Business Occupation Chartered Accountant Date of Birth Day 23 Month 04 Year 60

Home address

Nationality Irish

6 Mount Prospect Lawn,
Clontarf, Dublin 3.

Other directorships

Registered at

Company number

See attached

I hereby consent to act as an "A" director of the
aforementioned company

Signature

Date

25/8/95

I hereby certify that the particulars contained in this
form are correct

☐ Director ☒ Company Secretary

Signature

Date

13 OCT 1995

Name Internationale Nederlanden (Nederland) Trust B.V.

Presenter's Name

William Fry

Address

Fitzwilton House,
Wilton Place,
Dublin 2.

Telephone Number

353-1-6681711

Reference

Mary McNeice

Particulars of directors (including shadow directors)/secretary

Surname Young
Former surname
Business Occupation Director
Home address
"Moynes", 11 Woodlands Park,
Blackrock, Co. Dublin

Forename George Patrick
Former forename
Date of Birth Day 18 Month 7 Year 53
Nationality Irish

Other directorships
See attached

Registered at
Company number

I hereby consent to act as an "A" director of the
aforementioned company

Signature *George Young*

Date 25/8/95

Surname
Former surname
Business Occupation
Home address

Forename
Former forename
Date of Birth Day Month Year
Nationality

Other directorships

Registered at
Company number

I hereby consent to act as director / secretary of the
aforementioned company

Signature

Date

Surname
Former surname
Business Occupation
Home address

Forename
Former forename
Date of Birth Day Month Year
Nationality

Other directorships

Registered at
Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

Surname
Former surname
Business Occupation
Home address

Forename
Former forename
Date of Birth Day Month Year
Nationality

Other directorships

Registered at
Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature

Date

Notice of change of directors or secretaries
or in their particulars

Companies Acts, 1963 to 1990

Company Number

2 2 9 2 1 8

B10

S. 195 of the Companies Act 1963, as amended by S. 51 of the Companies Act, 1990, now requires that all registers of Directors should be modified by the insertion of each director's date of birth, nationality and foreign directorships. S. 195(9) requires that where an annual return containing those particulars has not been filed with the registrar, full particulars of all directors should be included in this form

Company name Lotus Green

Limited

gives notice of the following change(s) Mr. Henri Roskam, Mr. Gerard Jansen Venneboer and Mr. G.A.L.R. Diepenhorst were appointed as "B" Directors to the Company.

Date change(s) take(s) effect

Day 25 Month 08 Year 95

Particulars of new director (Including shadow director) / secretary

Surname Roskam

Forename Henri.

Former surname

Former forename

Business Occupation

Director

Date of Birth

Day 04

Month 08

Year 29

Home address

Nationality

Dutch

Kaisergracht 534, 1017 EK AMSTERDAM, The Netherlands

Other directorships

Registered at

Company number

See attached

I hereby consent to act as a "B" director
aforementioned company

Signature

Date 25/8/95

I hereby certify that the particulars contained in this
form are correct

☐ Director ☒ Company Secretary

Signature

Date

filled in @ Co's office

Name Internationale Nederlanden (Nederland) Trust B.V.

Presenter's Name

Address

William Fry

Fitzwilton House,
Wilton Place,
Dublin 12.

Telephone Number

Particulars of directors (including shadow directors)/secretary

Surname Jansen Venneboer Forename Gerard
Former surname Former forename
Business Occupation Director Date of Birth Day 25 Month 5 Year 4
Home address Nationality *Dutch*
Stukkenlaan 2, 1272 NX HUIZEN, The Netherlands

Other directorships Registered at Company number
See attached

I hereby consent to act as a "B" director of the
aforementioned company

Signature  Date 25/8/95

Surname Diepenhorst Forename Godfried Arthur Leonard
Former surname Former forename
Business Occupation Director Date of Birth Day 4 Month 03 Year 194
Home address Nationality *Dutch*
Dammerweg 10, 1383 HT Weesp, The Netherlands

Other directorships Registered at Company number
See attached

I hereby consent to act as a "B" director of the
aforementioned company

Signature  Date 25/8/95

Surname Forename
Former surname Former forename
Business Occupation Date of Birth Day Month Year
Home address Nationality

Other directorships Registered at Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature Date

Surname Forename
Former surname Former forename
Business Occupation Date of Birth Day Month Year
Home address Nationality

Other directorships Registered at Company number

I hereby consent to act as director / secretary
of the aforementioned company

Signature Date

25

Lotus Green Limited

**Minutes of an Extraordinary General Meeting of the Company
held at Prinses Irenestraat 61, Amsterdam, The Netherlands
on 25th August 1995 at 12.30 p.m.**

PRESENT:

Mr. F. O'Dwyer For DCC International Holdings B.V.
Dr. G. Young For DCC Nominees Limited

IN ATTENDANCE:

Mr. H. Roskam (DCC International Holdings B.V.)
Mr. G. Jansen Venneboer (DCC International Holdings B.V.)
Mr. E.F. Switters (ING (Nederland) Trust B.V.)
Mr. G. Rump (ING (Nederland) Trust B.V.)

CHAIRMAN:

Mr. F. O'Dwyer took the Chair.

**SECRETARY OF
THE MEETING:**

Mr. F. O'Dwyer designated Mr. G. Rump as Secretary of the meeting.

NOTICE:

The notice convening the meeting was read.

**AGREEMENT TO
SHORT NOTICE:**

It was noted that agreement to the holding of the meeting at short notice had been received from all the members entitled to attend and vote thereat.

**AMENDMENTS TO
THE ARTICLES OF
ASSOCIATION OF
THE COMPANY:**

The following resolutions were submitted to the meeting as Special Resolutions and, on the proposal of Mr. O'Dwyer, seconded by Dr. G. Young, it was resolved:

1. that Regulations 47, 82, 115 and 126 of Part I of Table A to the Companies Act, 1963 shall not apply to the Company and the existing Article 1 of the Articles of Association of the Company be deleted and the following new Article 1 be inserted in substitution therefor:-
 - "1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1963 (with the exception of Regulations 8, 11, 24, 47, 51, 54, 75, 77, 79, 82, 84, 86, 91 to 100 inclusive, 115, 126 and 138 thereof) and the Regulations contained in Part II of Table A aforesaid (as the same is amended by the Companies (Amendment) Act, 1977 and with the exception of Regulations 1 and 9 thereof) shall apply to the Company save in so far as they are excluded or modified hereby and such Regulations together with the Articles hereinafter contained shall constitute the Regulations of the Company."

2. that the Articles of Association of the Company be amended by the redesignation of the existing Article 10 as 10 (c) and by the insertion therein of the following new Article 10 (a):-

“10(a) Each and every general meeting of the Company, including any and all adjournments thereof, shall be held in the Netherlands.”

3. that the Articles of Association of the Company be amended by the insertion therein of the following new Article 10 (b):-

“10(b) In Regulation 50 of Table A Part I, the words “the State” shall be deleted and the words “the Netherlands” shall be inserted in substitution therefor.”

4. that the Articles of Association of the Company be amended by the addition of the following new Article 10 (d):-

“10(d) In Regulation 70 of Table A Part I, the word “Head” shall be inserted after the words “shall be deposited at the” and the words “within the State” shall be deleted after the words “or at such other place”.”

5. that the Articles of Association of the Company be amended by the deletion of the existing Article 15 and by the insertion therein of the following new Articles 15 (a), (b) and (c):-

“15(a) “The number of Directors shall not be less than three nor, unless and until otherwise determined by the Company by ordinary resolution, more than seven. A Director shall not retire by rotation and Regulation 110 of Table A Part I shall be modified accordingly. Each and every meeting of the Directors, including any and all adjournments thereof, shall be held in the Netherlands.

15(b) In Regulation 101 of Table A Part I the words “the State” shall be deleted from the positions in which they appear in each of the penultimate and last lines of such Regulation and the words “the Netherlands” shall be inserted in substitution therefor in each such position in the penultimate and last lines respectively.

15(c) There shall be “A” Directors and “B” Directors. Only persons residing in the Netherlands shall be appointed “B” Directors. A majority in number of all the Directors shall at all times be comprised of “B” Directors. No act, contract or transaction will be binding on the Company unless approved or authorised by at least one “A” Director and one “B” Director acting together.”

6. that the Articles of Association of the Company be amended by the deletion of the existing Article 21(a) and by the insertion of the following new Article 21(a) in substitution thereof:-

"21(a) is adjudged bankrupt or makes any arrangement or composition with his creditors generally."

7. that the Articles of Association of the Company be amended by the substitution of the following new Article 25 for the existing Article 25:-

"TELECOMMUNICATIONS MEETINGS"

25. The Directors, or any committee designated by the Directors, may participate in a meeting of the board of Directors, or of such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting. The vote of a majority of the Directors present (including those participating by means of conference telephone or similar communications equipment) at the time of the vote, if a quorum is present at such time, shall be the act of the board of Directors."

8. that the Articles of Association of the Company be amended by the addition thereto of the following new Article 32:-

" THE SEAL"

- 32(a) The Company shall, subject to the provisions of Section 41 of the Companies Act, 1963, have an official facsimile seal (upon the face of which there shall be the words "the Netherlands") which shall be kept and used only in the Netherlands.

- 32(b) The common seal and the official facsimile seal shall be used by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which either seal shall be affixed shall be signed by a Director and shall be countersigned by the secretary or by a second Director or by some other person appointed by the Directors for the purpose.

- 32(c) The common seal and the official facsimile seal may also be used by the authority of the members in general meeting or of any person or persons authorised for such purpose by the members in general meeting and any instrument to which either seal shall be affixed by authority of the members or such persons as aforesaid shall be signed and countersigned by such persons as the Company in general meeting shall authorise for the purpose."

9. that the Articles of Association of the Company be amended by the insertion therein of the following new Article 33:-

[]

" HEAD OFFICE

33. The Head Office of the Company shall be situate in the Netherlands."
10. that the Articles of Association of the Company be amended by the insertion therein of the following new Article 34:-

" RECORDS

34. All books (including, subject to the provisions of Section 202 of the Companies Act, 1990, the books of account) and records of the Company, save those books and records which are required by law to be kept at the Registered Office of the Company, shall be kept at the Head Office of the Company."
11. that the Articles of Association of the Company be amended by the insertion of the following new Article 35:-
- "35. In Regulation 135 of Table A Part I the words "(if any) in the Netherlands" shall be inserted after the words "at the address"."

CONCLUSION:

There being no further business, the meeting concluded.

DATE

25 August 1995

MR. F. O'DWYER

[Signature]

DATE

25 AUGUST 1995,

DR. G YOUNG

[Signature]

COMPANIES ACT 1963 TO 1990

FORM OF PROXY

OF


LOTUS GREEN LIMITED

We, the undersigned, being a Member of the above named company **HEREBY APPOINT** Mr. Fergal O'Dwyer as our Proxy to vote for us on our behalf at the Extraordinary General Meeting of the Company to be held at 12.30 p.m. at Prinses Irenestraat 61, Amsterdam, The Netherlands,

on the 25th day of August 1995 and at any adjournment.

DATED this 25th day of August 1995.

SIGNED:


Fergal O'Dwyer

"A" Managing Director
DCC International Holdings B.V.


Internationale Nederlanden (Nederland)

Trust B.V.,
"B" Managing Director
DCC International Holdings B.V.

NOTE:

1. A member may appoint a Proxy of his own choice. If you do not wish to attend, you may complete the form in favour of the Chairman of the Meeting.
2. If the Appointer is a corporation this form must be under its Common Seal or under the hand of some Officer or Attorney duly authorised in that behalf.
3. In the case of joint holders the signature of any one holder will be sufficient but the names of all the joint holders should be stated.
4. If this form is returned without any indication as to how the person appointed shall vote, he will exercise his discretion as to how he votes or whether he abstains from voting.
5. A Proxy need not be a Member of the Company.

COMPANIES ACT 1963 TO 1990

FORM OF PROXY

OF

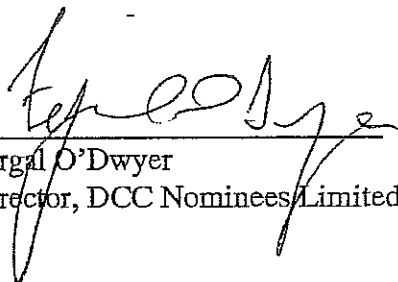
LOTUS GREEN LIMITED

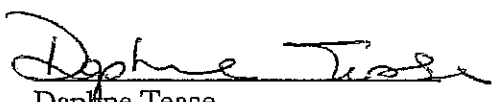
We, the undersigned, being a Member of the above named company **HEREBY APPOINT** Dr. George Young as our Proxy to vote for us on our behalf at the Extraordinary General Meeting of the Company to be held at 12.30 p.m. at Prinses Irenestraat 61, Amsterdam, The Netherlands,

on the 25th day of August 1995 and at any adjournment.

DATED this 25th day of August 1995.

SIGNED:


Fergal O'Dwyer
Director, DCC Nominees Limited


Daphne Tease
Director, DCC Nominees Limited

NOTE:

1. A member may appoint a Proxy of his own choice. If you do not wish to attend, you may complete the form in favour of the Chairman of the Meeting.
2. If the Appointer is a corporation this form must be under its Common Seal or under the hand of some Officer or Attorney duly authorised in that behalf.
3. In the case of joint holders the signature of any one holder will be sufficient but the names of all the joint holders should be stated.
4. If this form is returned without any indication as to how the person appointed shall vote, he will exercise his discretion as to how he votes or whether he abstains from voting.
5. A Proxy need not be a Member of the Company.

Lotus Green Limited
("the Company")

CONSENT TO SHORT NOTICE
OF EXTRAORDINARY GENERAL MEETING

We, the undersigned, being the holders of all the shares giving a right to attend and vote at the Meeting, HEREBY CONSENT to the holding of an Extraordinary General Meeting of the Company convened for 25th August 1995 at 12.30 p.m. notwithstanding that shorter notice thereof has been given than is provided for by the Companies Act, 1963 and the Articles of Association of the Company for the purpose of considering and, if thought fit, passing the following **Special Resolutions**:

1. that Regulations 47, 82, 115 and 126 of Part I of Table A to the Companies Act, 1963 shall not apply to the Company and the existing Article 1 of the Articles of Association of the Company be deleted and the following new Article 1 be inserted in substitution therefor:-

"1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1963 (with the exception of Regulations 8, 11, 24, 47, 51, 54, 75, 77, 79, 82, 84, 86, 91 to 100 inclusive, 115, 126 and 138 thereof) and the Regulations contained in Part II of Table A aforesaid (as the same is amended by the Companies (Amendment) Act, 1977 and with the exception of Regulations 1 and 9 thereof) shall apply to the Company save in so far as they are excluded or modified hereby and such Regulations together with the Articles hereinafter contained shall constitute the Regulations of the Company."

2. that the Articles of Association of the Company be amended by the redesignation of the existing Article 10 as 10 (c) and by the insertion therein of the following new Article 10 (a):-

"10(a) Each and every general meeting of the Company, including any and all adjournments thereof, shall be held in the Netherlands."

3. that the Articles of Association of the Company be amended by the insertion therein of the following new Article 10 (b):-

"10(b) In Regulation 50 of Table A Part I, the words "the State" shall be deleted and the words "the Netherlands" shall be inserted in substitution therefor."

4. that the Articles of Association of the Company be amended by the addition of the following new Article 10 (d):-

"10(d) In Regulation 70 of Table A Part I, the word "Head" shall be inserted after the words "shall be deposited at the" and the words "within the State" shall be deleted after the words "or at such other place"."

5. that the Articles of Association of the Company be amended by the deletion of the existing Article 15 and by the insertion therein of the following new Articles 15 (a), (b) and (c):-

"15(a) The number of Directors shall not be less than three nor, unless and until otherwise determined by the Company by ordinary resolution, more than seven. A Director shall not retire by rotation and Regulation 110 of Table A Part I shall be modified accordingly. Each and every meeting of the Directors, including any and all adjournments thereof, shall be held in the Netherlands.

15(b) In Regulation 101 of Table A Part I the words "the State" shall be deleted from the positions in which they appear in each of the penultimate and lastlines of such Regulation and the words "the Netherlands" shall be inserted in substitution therefor in each such position in the penultimate and last lines respectively.

15(c) There shall be "A" Directors and "B" Directors. Only persons residing in the Netherlands shall be appointed "B" Directors. A majority in number of all the Directors shall at all times be comprised of "B" Directors. No act, contract or transaction will be binding on the Company unless approved or authorised by at least one "A" Director and one "B" Director acting together."

6. that the Articles of Association of the Company be amended by the deletion of the existing Article 21(a) and by the insertion of the following new Article 21(a) in substitution therefor:-

"21(a) is adjudged bankrupt or makes any arrangement or composition with his creditors generally."

7. that the Articles of Association of the Company be amended by the substitution of the following new Article 25 for the existing Article 25:-

"TELECOMMUNICATIONS MEETINGS"

25. The Directors, or any committee designated by the Directors, may participate in a meeting of the board of Directors, or of such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting. The vote of a majority of the Directors present (including those participating by means of conference telephone or similar communications equipment) at the time of the vote, if a quorum is present at such time, shall be the act of the board of Directors."

8. that the Articles of Association of the Company be amended by the addition thereto of the following new Article 32:-

" THE SEAL"

32(a) The Company shall, subject to the provisions of Section 41 of the Companies Act, 1963, have an official facsimile seal (upon the face of which there shall be the words "the Netherlands") which shall be kept and used only in the Netherlands.

32(b) The common seal and the official facsimile seal shall be used by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which either seal shall be affixed shall be

signed by a Director and shall be countersigned by the secretary or by a second Director or by some other person appointed by the Directors for the purpose.

32(c) The common seal and the official facsimile seal may also be used by the authority of the members in general meeting or of any person or persons authorised for such purpose by the members in general meeting and any instrument to which either seal shall be affixed by authority of the members or such persons as aforesaid shall be signed and countersigned by such persons as the Company in general meeting shall authorise for the purpose."

9. that the Articles of Association of the Company be amended by the insertion therein of the following new Article 33:-

" HEAD OFFICE

33. The Head Office of the Company shall be situate in the Netherlands."

10. that the Articles of Association of the Company be amended by the insertion therein of the following new Article 34:-

" RECORDS

34. All books (including, subject to the provisions of Section 202 of the Companies Act, 1990, the books of account) and records of the Company, save those books and records which are required by law to be kept at the Registered Office of the Company, shall be kept at the Head Office of the Company."

11. that the Articles of Association of the Company be amended by the insertion of the following new Article 35:-

"35. In Regulation 135 of Table A Part I the words "(if any) in the Netherlands" shall be inserted after the words "at the address"."

Shareholder

DCC International Holdings B.V.

Signature

Date 25/8/95

"A" Managing Director

"B" Managing Director

DCC Nominees Limited

Director

Director

25/8/95

25/8/95

**Lotus Green Limited,
Fitzwilton House,
Wilton Place,
Dublin 2.**

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of the Company will be held at Prinses Irenestraat 61, Amsterdam, The Netherlands on the 25th day of August 1995, at 12.30 p.m. for the purpose of considering and, if thought fit, passing the following Resolutions as **Special Resolutions**:

1. that Regulations 47, 82, 115 and 126 of Part I of Table A to the Companies Act, 1963 shall not apply to the Company and the existing Article 1 of the Articles of Association of the Company be deleted and the following new Article 1 be inserted in substitution therefor:-

"1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1963 (with the exception of Regulations 8, 11, 24, 47, 51, 54, 75, 77, 79, 82, 84, 86, 91 to 100 inclusive, 115, 126 and 138 thereof) and the Regulations contained in Part II of Table A aforesaid (as the same is amended by the Companies (Amendment) Act, 1977 and with the exception of Regulations 1 and 9 thereof) shall apply to the Company save in so far as they are excluded or modified hereby and such Regulations together with the Articles hereinafter contained shall constitute the Regulations of the Company."
2. that the Articles of Association of the Company be amended by the redesignation of the existing Article 10 as 10 (c) and by the insertion therein of the following new Article 10 (a):-

"10(a) Each and every general meeting of the Company, including any and all adjournments thereof, shall be held in the Netherlands."
3. that the Articles of Association of the Company be amended by the insertion therein of the following new Article 10 (b):-

"10(b) In Regulation 50 of Table A Part I, the words "the State" shall be deleted and the words "the Netherlands" shall be inserted in substitution therefor."
4. that the Articles of Association of the Company be amended by the addition of the following new Article 10 (d):-

"10(d) In Regulation 70 of Table A Part I, the word "Head" shall be inserted after the words "shall be deposited at the" and the words "within the State" shall be deleted after the words "or at such other place"."
5. that the Articles of Association of the Company be amended by the deletion of the existing Article 15 and by the insertion therein of the following new Articles 15 (a), (b) and (c):-

"15(a) The number of Directors shall not be less than three nor, unless and until otherwise determined by the Company by ordinary resolution, more than seven. A Director shall not retire by rotation and Regulation 110 of Table A Part I shall be modified accordingly. Each and every meeting of the Directors, including any and all adjournments thereof, shall be held in the Netherlands.

15(b) In Regulation 101 of Table A Part I the words "the State" shall be deleted from the positions in which they appear in each of the penultimate and last lines of such Regulation and the words "the Netherlands" shall be inserted in substitution therefor in each such position in the penultimate and last lines respectively.

15(c) There shall be "A" Directors and "B" Directors. Only persons residing in the Netherlands shall be appointed "B" Directors. A majority in number of all the Directors shall at all times be comprised of "B" Directors. No act, contract or transaction will be binding on the Company unless approved or authorised by at least one "A" Director and one "B" Director acting together."

6. that the Articles of Association of the Company be amended by the deletion of the existing Article 21(a) and by the insertion of the following new Article 21(a) in substitution therefor:-

"21(a) is adjudged bankrupt or makes any arrangement or composition with his creditors generally."

7. that the Articles of Association of the Company be amended by the substitution of the following new Article 25 for the existing Article 25:-

"TELECOMMUNICATIONS MEETINGS"

25. The Directors, or any committee designated by the Directors, may participate in a meeting of the board of Directors, or of such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this paragraph shall constitute presence in person at such meeting. The vote of a majority of the Directors present (including those participating by means of conference telephone or similar communications equipment) at the time of the vote, if a quorum is present at such time, shall be the act of the board of Directors."

8. that the Articles of Association of the Company be amended by the addition thereto of the following new Article 32:-

" THE SEAL"

32(a) The Company shall, subject to the provisions of Section 41 of the Companies Act, 1963, have an official facsimile seal (upon the face of which there shall be the words "the Netherlands") which shall be kept and used only in the Netherlands.

32(b) The common seal and the official facsimile seal shall be used by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which either seal shall be affixed shall be signed by a Director and shall be countersigned by the secretary or by a second Director or by some other person appointed by the Directors for the purpose.

32(c) The common seal and the official facsimile seal may also be used by the authority of the members in general meeting or of any person or persons authorised for such purpose by the members in general meeting and any instrument to which either seal shall be affixed by authority of the members or such persons as aforesaid shall be signed and countersigned by such persons as the Company in general meeting shall authorise for the purpose."

9. that the Articles of Association of the Company be amended by the insertion therein of the following new Article 33:-

" HEAD OFFICE

33. The Head Office of the Company shall be situate in the Netherlands."

10. that the Articles of Association of the Company be amended by the insertion therein of the following new Article 34:-

" RECORDS

34. All books (including, subject to the provisions of Section 202 of the Companies Act, 1990, the books of account) and records of the Company, save those books and records which are required by law to be kept at the Registered Office of the Company, shall be kept at the Head Office of the Company."

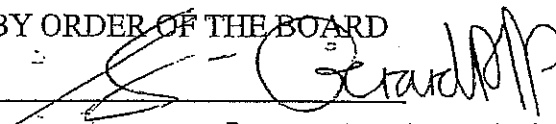
11. that the Articles of Association of the Company be amended by the insertion of the following new Article 35:-

"35. In Regulation 135 of Table A Part I the words "(if any) in the Netherlands" shall be inserted after the words "at the address"."

Dated this 25th day of August 1995.

BY ORDER OF THE BOARD

SECRETARY


**Internationale Nederlanden
(Nederland) Trust B.V.**

NOTE: Any member entitled to attend and vote at the above meeting may appoint a proxy to attend, speak and vote on his or her behalf. A proxy need not be a member of the Company.

Registered Office: Fitzwilton House, Wilton Place, Dublin 2. No. 229357
Directors: G.A.L.R. Diepenhorst, G. Jansen Venneboer, H. Roskam, F O'Dwyer, G. Young.

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Lotus Green Limited

Minutes of a Meeting of Directors
held at Prinses Irenestraat 61, Amsterdam, the Netherlands
on Friday, 25th August 1995 at 12.45 p.m.

PRESENT:

Mr. F. O'Dwyer "A" Director
Dr. G. Young "A" Director
Mr. H. Roskam "B" Director
Mr. G. Jansen Venneboer "B" Director

Mr. E.F. Switters ING (Nederland) Trust - Secretary
Mr. G. A. Rump ING (Nederland) Trust - Secretary

APOLOGIES:

Mr. G.A.E.R. Diepenhorst "B" Director

APPOINTMENT OF CHAIRMAN:

The meeting appointed Mr. F. O'Dwyer as its Chairman.

QUORUM:

The Chairman opened the meeting and established that a quorum of the Board of Directors was present so that the Board could validly decide and resolve.

AGENDA:

The agenda for the meeting, which is attached as exhibit 1 to these minutes, was unanimously approved by the Board.

AMENDED ARTICLES OF ASSOCIATION OF THE COMPANY:

The meeting noted the resolutions of the shareholders of the Company, taken at an Extraordinary General Meeting, held in Amsterdam, on 25th August 1995 at 12.30 p.m., revising the Articles of Association of the Company as read out at the Extraordinary General Meeting and which mainly reflected the change in residence of the Company from the Republic of Ireland to The Netherlands.

CONFIRMATION OF DIRECTORS AS "A" DIRECTORS OR "B" DIRECTORS:

The meeting noted the changes in the constitution of the Board of Directors, under which Mr. F. O'Dwyer and Dr. G. Young were now designated as "A" Directors and Mr. H. Roskam, Mr. G. Jansen Venneboer and Mr. G.A.L.R. Diepenhorst were now designated as "B" Directors.

RESOLUTIONS:

The Meeting took subsequently the following resolutions, which shall form as of the day hereof valid resolutions of the Board of Directors of the Company:

MANAGEMENT AGREEMENT

(1) **RESOLVED** to approve the 'Management Agreement' between Mr. G.A.L.R. Diepenhorst, the Company and DCC International Holdings B.V., largely in the form presented and read at the meeting;

KREDIETBANK BANK ACCOUNTS

(2) **RESOLVED** to open a number of bank accounts with Kredietbank (Nederland) N.V. in Rotterdam;

**TRANSFER OF
MONIES**

**MEMORANDUM TO
LOAN
AGREEMENT -
LOTUS GREEN
LTD AND DCC
PROPERTIES LTD**

**GROUP BANK
FACILITIES AND
RELATED
GUARANTEES:**

- (3) **RESOLVED** to transfer the balances on the Company's bank accounts with Bank of Ireland to the new bank accounts with Kredietbank (Nederland) N.V. in Rotterdam;

- (4) **RESOLVED** to approve the memorandum to the existing loan agreement between the Company and DCC Properties Limited in which the full balance of the existing IEP loan is redominated into NLG at the exchange rate prevailing at 11.00 a.m. on 25th August 1995, namely NLG:IEP, 2.6035:1.0.

There was produced to the meeting bank facility letters as follows:

- (a) Facility Letter dated July 31st, 1995 ref. DR/DCC/FAC895 from Bank of Ireland;
- (b) Facility Letter dated August 16th, 1995 ref. SB/DCC.0895 from AIB plc;
- (c) Facility Letter dated August 9th, 1995 ref. PF/DCC.0895 from Ulster Investment Bank Limited and Ulster Bank Limited;
- (d) Facility Letter dated August 16th, 1995 ref. PN/8346/A from Irish Intercontinental Bank Limited; and
- (e) Facility Letter dated July 19th, 1995 ref. KK/ED/FL1016 from ABN AMRO Bank N.V., Dublin Branch;

("the Facility Letters").

Mr. O'Dwyer explained to the meeting that:

- (i) the Facility Letters were addressed to DCC plc and certain of its subsidiaries (as set out in Appendix 1 of each facility letter) including the Company;
- (ii) under the terms of the Facility Letters the Company could potentially make borrowings under the facilities referred to therein ("the Facilities") or otherwise take advantage of certain of the Facilities; and
- (iii) it was intended that the Facilities be accepted by DCC plc and each of its subsidiaries to whom the Facility Letters were addressed.

Mr. O'Dwyer briefly summarised the principal terms and conditions of the Facility Letters noting, in particular, that:-

- (a) the Facilities would not be secured on the assets of any of the borrowing or guaranteeing companies but would be secured by

guarantees to be given by DCC plc and each of its wholly owned subsidiaries (other than those incorporated in the U.S.A); and

- (b) each potential borrower under the Facilities was required to give an undertaking not to create or permit to subsist any charge (with certain very limited exceptions) on the whole or any part of its property or assets without the prior written consent of the lending banks.

Each of the Directors present declared to the Board the nature of his interest in the matters under discussion by virtue of the fact that they were also directors of other companies within the DCC Group which were intended to be borrowers in respect of the Facilities and/or to be guarantors in respect of amounts owing in respect of the Facilities and who were accordingly parties to the Facility Letters.

After discussion and consideration, it was **RESOLVED** that the Facilities and their acceptance were in the best interests of the Company. Accordingly, it was **RESOLVED** that the Facilities be accepted and that borrowing by the Company pursuant to the Facilities be and is hereby authorised and approved and that for the purposes hereof under the terms of the Facility Letters "borrowing" shall include availing of any of the Facilities in any manner whatsoever.

It was **RESOLVED** that any two of Mr. J. Flavin, Mr. F. O'Dwyer, Mr. H. Roskam, Mr. G. Jansen Venneboer and Mr. G.A.L.R. Diepenhorst be authorised to finalise and sign for and on behalf of the Company all documents, papers, mandates and other instruments required in connection with the acceptance of the Facilities or the Facility Letters.

Mr. O'Dwyer reiterated that the Facilities were intended to be secured by guarantees from DCC plc and from each of its wholly owned subsidiaries (other than those incorporated in the U.S.A). It was noted that the Company along with each other intended guarantor (subject to limitation on amount in the case of those incorporated in the Netherlands and the Isle of Man) would guarantee the due payment of all amounts owing to the lending banks in respect of the Facilities.

Mr. O'Dwyer referred to a letter dated 22 August 1995 from DCC plc, the Company's ultimate parent company, confirming that DCC plc would counter indemnify the Company in respect of any amounts which the Company might be required to pay under the said Guarantees to the extent that cash resources were not available to the Company after providing for the meeting of other obligations of the Company.

Mr. O'Dwyer specifically drew attention to the fact that guarantees were not being sought from those subsidiaries of DCC plc which were not wholly owned.

After consideration and discussion, it was **RESOLVED** that the obtaining of the Facilities on the terms set out in the Facility Letters (including the requirement that the Company give guarantees in respect thereof) was in the best interests of the Company. Accordingly, it was **RESOLVED** that the

**FACILITY
LETTERS -
BORROWER
ACCESSION DEEDS
& GUARANTOR
ACCESSION DEEDS**

giving of such guarantees by the Company be and it is hereby approved and that the common seal of the Company be affixed in accordance with the Articles of Association.

Mr. O'Dwyer referred specifically to the: "Additional Borrowers" and "Additional Guarantors" clauses of the Facility Letters by virtue of which members of the DCC Group can accede to the Facility Letters as additional borrowers and to the relevant guarantees as additional guarantors. Mr. O'Dwyer also drew attention to the parts of the guarantees to be given in favour of the banks by virtue of which the Company is to guarantee the obligations of, inter alia, any additional borrower. After discussion, it was agreed that the accession of any member of the DCC Group as an additional borrower and/or an additional guarantor under the Facility Letters was in the interests of both the DCC Group taken as a whole and the Company and that the relevant clauses in the guarantees were acceptable as they facilitated such accessions.

Accordingly, it was **RESOLVED** that:

- (i) any two Directors of DCC plc be henceforth authorised on the Company's behalf (and without the need for further authority from the Company) to sign any Borrower Accession Deed or any Guarantor Accession Deed (as referred to in the "Additional Borrower" and "Additional Guarantor" clauses of the Facility Letters) in respect of the accession of any present or future member of the DCC Group as an additional borrower or guarantor under the Facility Letters and related guarantees; and
- (ii) a certified copy of this resolution be forwarded by the Secretary of the Company to DCC plc by way of authority for the aforesaid signatories to act on the Company's behalf as referred to above.

**ANY OTHER
BUSINESS:**

The Directors discussed the possibility of locating the Head Office of the Company at Keizergracht 534, Amsterdam.

CONCLUSION:

There being no further business the meeting then concluded.

F.O. Dwyer

"A" Director

Date:

26 October 1996

Mr. H. Roskam

"B" Director

Date:

26 Oct 1996



Agenda

Of: Lotus Green Limited
For: Meeting of Directors
To be held on: 25 August 1995 @ 12.45 p.m.
At: Prinses Irenestraat 61, Amsterdam

1. Noting of outcome of EGM of the Company held for the purpose of amending the Articles of Association of the Company.
2. Confirmation of Mr. Fergal O'Dwyer as an "A" Director of the Company.
3. Confirmation of Dr. George Young as an "A" Director of the Company.
4. Confirmation of Mr. Henri Roskam as a "B" Director of the Company.
5. Confirmation of Mr. Gerard Jansen Venneboer as a "B" Director of the Company.
6. Confirmation of Mr. G.A.L.R. Diepenhorst of Internationale Nederlanden (Nederland) Trust B.V. as a "B" Director of the Company.
7. Approval of Management Agreement between Mr. G.A.L.R. Diepenhorst, Lotus Green Limited and DCC International Holdings B.V..
8. Approve opening of bank accounts with KB, Rotterdam.
9. Approve memorandum to existing loan agreement between Lotus Green Limited and DCC Properties Limited (redenominating the said loan in Dutch Guilders).
10. Approval of Group bank facilities and authorisation of signature of bank facility letters and execution of related bank guarantees.
11. Any other business

original with ING



Lotus Green Limited,
c/o Internationale Nederlanden (Nederland) Trust B.V.,
Prinses Irenestraat 61,
1077 WV Amsterdam,
P.O Box 2838,
1000 CV Amsterdam.

22nd August, 1995

Dear Sirs,

Counter Indemnity

We understand that you are to enter into Guarantees in favour of each of the following:

- a) The Governor and Company of the Bank of Ireland;
- b) AIB plc;
- c) Ulster Investment Bank Limited and Ulster Bank Limited;
- d) Irish Intercontinental Bank Limited and Intercontinental Finance; and
- e) ABN AMRO Bank N.V. (Dublin Branch)

in respect of all amounts owing under their respective facility letters, as set out in Appendix I to this letter, addressed to DCC plc and certain subsidiaries. We wish to confirm that if any one or more of these banks shall call upon you under the said Guarantees we will counter indemnify you in respect of any amounts which you are required to pay to such bank(s). We shall not be obliged to counter indemnify you to the extent that cash resources are available to you provided that such cash resources are not required for the meeting of other obligations of the company.

Yours faithfully,


For DCC plc

DCCplc DCC House Brewery Road Stillorgan Blackrock Co Dublin Ireland
Tel: +353 1 283 1011 Fax: +353 1 283 1017

Alex Spain (Chairman) Jim Flavin (Chief Executive/Deputy Chairman) Tony Barry
Morgan Crowe (Executive) Paddy Gallagher David Gavagan (Executive)

Registered Office: DCC House Stillorgan Blackrock Co Dublin Registered No. 54656

Appendix I

1. Facility Letter dated July 31st, 1995 ref. DR/DCC/FAC895 from Bank of Ireland;
2. Facility Letter dated August 16th, 1995 ref. SB/DCC.0895 from AIB plc;
3. Facility Letter dated August 9th, 1995 ref. PF/DCC.0895 from Ulster Investment Bank Limited and Ulster Bank Limited;
4. Facility Letter dated August 16th, 1995 ref. PN/8346/A from Irish Intercontinental Bank Limited and Intercontinental Finance; and
5. Facility Letter dated July 19th, 1995 ref. KK/ED/FL1016 from ABN AMRO Bank N.V., Dublin Branch.

3 sets of originals
sent to
Greenburg.

Page 1

THIS Agreement MADE BETWEEN AND ENTERED INTO BY:

1. Mr. G.A.L.R. Diepenhorst (hereinafter referred to as "the Manager");
2. Lotus Green Limited, a Company duly organised and existing under the laws of the Republic of Ireland, with registered office at Fitzwilton House, Wilton Place, Dublin 2, Ireland and Head Office at Keizersgracht 534, 1017 Ek Amsterdam, The Netherlands (hereinafter referred to as "the Company", represented herein by Mr. Fergal O'Dwyer (Director) and Mr. Jansen Venneboer (Director); and
3. DCC International Holdings B.V., a Company duly organised and existing under the laws of The Netherlands, with statutory seat and registered office at Prinses Irenestraat 61, 1077 WV Amsterdam, the beneficial owner of the total issued share capital of the Company, (hereinafter referred to as "the Beneficial Owner"), represented herein by Mr. Fergal O'Dwyer and Mr. Hein Roskam, members of the Board of Managing Directors.

WITNESSETH:

WHEREAS the Company has requested the Manager to perform the day to day management of the Company and to provide other facilities to the Company upon its request as may be appropriate or seem useful for the principal operating and general business of the Company in the Netherlands and to be appointed for this purpose as a member of the Board of Directors of the Company as a B Director;

WHEREAS the Manager is willing to act as a B Director of the Company and to provide such facilities to the Company as may be appropriate or deemed useful for the principal operating and general business of the Company in The Netherlands, subject to and in accordance with the terms and provisions set forth hereinafter.

Now, THEREFORE, in consideration of the premises and the mutual covenants contained herein it is agreed by and between the parties hereto as follows:

Article I APPOINTMENT

The Manager has been appointed by the Directors of the Company as the general manager of the Company's activities and has been appointed a B member of the Board of Directors for an indefinite period of time. As general manager, the Manager shall take care of the day to day management of the Company, in accordance with the terms and conditions set out in this agreement.

Article II DUTIES

1. The Manager will render domicile and provide day to day management of the Company in accordance with its articles of association, the resolutions of (the meetings of) the Board of Directors and/or of the shareholders and any other written instructions the Manager may receive from the Beneficial Owner.
2. The Manager will provide such facilities to the Company as he may deem appropriate or useful, all in consultation with and with prior written approval from the Beneficial Owner.

3. The Manager may sub-contract one or more of his duties to third parties, all in consultation with and with prior written approval from the Beneficial Owner.
4. In the execution of his duties the Manager shall take due care of the interests of the Company to the best of his ability.

Article III LIABILITY

The Manager shall be liable vis-à-vis the Company for any breach of his obligations, laid down in this agreement, as well as any gross negligence or wilful misconduct in the performance of his duties under this agreement. The Company shall safeguard the Manager or his employees and hold him free and harmless against any claim, which may be made upon the Manager, provided such claim arises from or is related to the Manager's performance of his duties under this Agreement and provided such claim is not the result of any breach of the Manager's obligations under this Agreement or of any gross negligence or wilful misconduct in the performance of the Manager's duties under this Agreement.

Article IV TERMINATION

1. Either the Manager or the Company may terminate this Agreement, without any obligation to state any reason therefor, on three months' prior notice by way of registered letter to the Mailing Address of the other party.
2. The Company as well as the Manager is entitled to terminate this Agreement forthwith by registered letter upon the occurrence of any of the following events:
 - a. failure by the other party to perform or to comply with any obligation embodied in this Agreement;
 - b. bankruptcy or moratorium of debts of the other party;
 - c. liquidation of the other party.

Furthermore, the Manager is entitled to terminate this Agreement forthwith by registered letter upon the occurrence of any of the following events:

- d. any act or omission of the Company or its shareholder(s) or beneficial owner(s) in respect of the Company, that at the sole discretion of the Manager makes it unacceptable to him to continue to manage the Company;
 - e. transfer of any share by any shareholder without prior approval by the Manager of the transferee, which approval shall not unreasonably be withheld;
 - f. appointment of an employee on its payroll or appointment of another managing director or officer to the Company who is or has become unacceptable as such to the Manager.
3. In the event of termination of this Agreement, the Company shall inform the Manager as to whom the day to day management of the Company will be transferred. In the absence of such instructions, the Manager shall inform other parties concerned on the termination of this Agreement.

Upon termination of the Agreement the Manager shall return forthwith to the Beneficial Owner all documentation of the Company or related to the business of the Company.

Article V FEES AND EXPENSES

1. In consideration of the services to be rendered under this agreement the Company will pay to the Manager:
 - a. a Management and Domiciliation fee of NLG7,500.00 exclusive of VAT per calendar year as a director's fee;
 - b. an hourly fee of NLG 250.00 exclusive of VAT per hour of management services;
2. Furthermore the Manager shall charge to the Company out-of-pocket expenses, including but not limited to costs of telex, telefax, telephone and postage.
3. The management fee due to the Manager per calendar year may be charged to the Company in advance. When the Manager has only been in office for a part of a year, the fees are only due over that part of the year whereas any part of a month shall be computed as a whole month.

The management fee is charged for 5 hours (i.e. NLG750.00 + VAT) in advance per calendar year, which hours will be settled against hours spent on the Company's business.

The reimbursement of costs and management fee due to the Manager under this article may be charged to the Company on a quarterly basis in arrears. Final settlement of fees and costs will in principle be made at the end of each calendar year.

4. In the event of an increase in the operating expenses of the Manager, the Manager shall be allowed to increase the fees, referred to in paragraph 1, accordingly, provided the Company agrees to this increase in writing, it being understood that such approval shall not be unreasonably withheld. The Company will be advised of any such envisaged price increases by registered letter at least four months in advance.
5. All amounts due to the Manager under this article will be paid without set off or counterclaim and free and clear of, and without deduction or withholding for or on account of, any taxes, levies, imports, duties, fees, assessments or other charges of whatever nature.
6. The Manager is authorised to debit the bank accounts of the Company for any amount due by the Company to the Manager under this article, after prior written approval of the Beneficial Owner. If debiting the accounts has resulted in a debit balance on the bank accounts of the Company, the Manager will immediately inform the Beneficial Owner.

Article VI MISCELLANEOUS

1. If and when an external audit of the reports of the Company is required, such request must be directed in writing to the Manager, specifying the name and address of the audit firm, to be approached by the Manager. Auditing costs are charged directly to the Company.
2. As soon as the annual report has been made, the Manager is authorised to reserve the corporate income tax, due by the Company, on a separate account in Netherlands' currency.
3. The Manager will include any individual employee of INTERNATIONALE NEDERLANDEN BANK N.V. or its subsidiaries put at the disposal of the Company to which the Manager may have delegated any duty under this Agreement.
4. The Manager shall debit the bank accounts of the Company for payment of tax assessments at the time such taxes are due, after prior written instruction from the Beneficial Owner or from its tax advisors. If debiting the Bank accounts of the Company will result in a debit balance, the Manager will immediately inform the Beneficial Owner. The Beneficial Owner herewith agrees and guarantees to supply the funds necessary to re-establish a credit balance on the Company's bank accounts immediately.

Article VII NON-EXCLUSIVENESS

This Agreement will not preclude the Manager from acting as managing director of other corporations.

Article VIII MAILING ADDRESS

Until prior written notice of any change thereof the Mailing Addresses are as follows:

for the Manager: Internationale Nederlanden (Nederland) Trust B.V.
Prinses Irenestraat 61, 1077 WV Amsterdam
P.O. Box 2838, 1000 CV Amsterdam

Telephone: (31) (20) 5405800
Telefax: (31) (20) 6447011

for the Company: Keizersgracht 534,
1017 Ek Amsterdam,
The Netherlands

Article IX GOVERNING LAW

- 10.1 This Agreement has been construed in accordance with and shall be subject to the laws of The Netherlands.

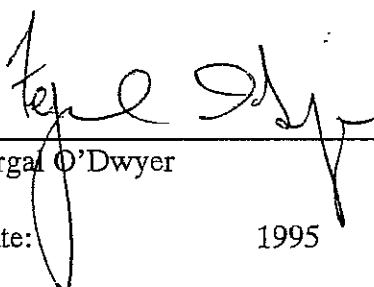
10.2 Any conflicts arising from or related to this Agreement shall be decided exclusively in first instance by the Court (Arrondissementsrechtbank) at Amsterdam.

This Agreement has been executed and signed in quadruplicate on the dates stated below.

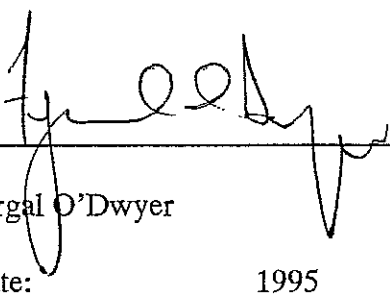
The Manager: Mr. G.A.L.R. Diepenhorst

Date: 1995 Date: 1995

The Company: Lotus Green Limited


Fergal O'Dwyer Hein Roskam
Date: 1995 Date: 1995

The Beneficial Owner: DCC International Holdings B.V.


Fergal O'Dwyer Gerard Jansen Venneboer
Date: 1995 Date: 1995

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LOTUS GREEN LIMITED

Minutes of a Meeting of the Board of Managing Directors held at Amsterdam, The Netherlands on Thursday 16 December 1999

PRESENT:

Mr. G Jansen Venneboer "B" Director
Mr. GALR Diepenhorst "B" Director
Mr. H Roskam "B" Director
Mr. F O'Dwyer "A" Director

IN ATTENDANCE:

Ms. E van Sytzama

CHAIRMAN:

It was resolved that Mr. Roskam be appointed as Chairman of the Meeting.
It was resolved that Mr. GALR Diepenhorst be appointed as Secretary of the Meeting.

The Chairman noted that the Meeting had been duly convened and that all the Members had been informed of the issues and that the agenda and the related documents had been forwarded to all Directors.

It was noted that since a quorum of the Directors was present, the Board could validly decide and resolve.

AGENDA:

The agenda for the Meeting, which is attached as exhibit 1 to these minutes was unanimously approved by the Board.

MATTERS ARISING:

It was noted that the Allied Irish Banks plc Replacement Facility letter was not yet finalised and would be presented to the Board for approval at a future meeting.

MINUTES OF

PREVIOUS MEETING:

The minutes of the meeting of the board of Directors held on 19 October 1999 were approved and signed by the Chairman and Secretary of that meeting.

**REVIEW OF
MANAGEMENT
ACCOUNTS:**

The Directors reviewed the management accounts for the 8 months ended 30 November 1999, which had been circulated and which showed a loss before taxation of NLG1,801,031.

FYFFES PLC:

The Directors reviewed the preliminary results announcement for Fyffes plc for the year ended 31 October 1999, which had been circulated to the Directors.

**BANKING
DOCUMENTATION:**

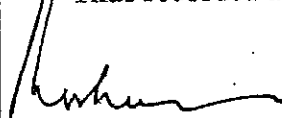
The Directors reviewed revised bank mandates for AIB Group (UK) plc, Ulster Bank Limited and Ulster Bank Markets Limited, KBC Bank and a new bank mandate for Bank of Ireland (in the form as attached to these minutes). After due consideration the mandates were approved and signed.

**ANY OTHER
BUSINESS:**

Since there were no more matters to discuss, the Chairman closed the meeting of the Board.

Thus recorded and executed at Amsterdam on 30 March 2000.

CHAIRMAN



SECRETARY



S:\GROUPS\COMPANY SECRETARIAL\GRP\SEC\SUBS\LOTUS\MINUTES\991819.DOC MO



Agenda

Of: Lotus Green Limited

For: Meeting of Directors

To be held on: 16 December 1999

At: Keizergracht 534
1017 EK Amsterdam

1. Minutes of meeting dated 19 October 1999 for approval and for signature.
2. Review of management accounts for the period ended 30 November 1999.
3. Fyffes plc - Review of preliminary results announcement for the year ended 31 October 1999.
4. Banking documentation – AIB replacement facility letter.
4. Acquisitions and developments.
5. Any other business.

AIB BANK
MANDATE:

It was resolved that:

1. AIB Group (UK) plc (hereinafter called "the Bank") be and is hereby requested to open and/or continue one or more deposit accounts in the name of Lotus Green Limited (hereinafter called "the Company") at 12 Old Jewry, London EC2R 8DP, England and that the Bank be and is hereby requested and authorised to accept instructions in connection with the said accounts provided that such instructions are in accordance with this mandate and are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes.
2. the Bank be and is hereby requested and authorised to debit or credit any of the Company's accounts in respect of the transactions described herein and the Company shall at all times accept the debit or the credit of the Bank on any of its accounts in respect of such transactions as conclusive evidence of any such instructions and of the amount involved provided that such transactions have been duly authorised by the Company as per items 1,3,4 or 5 as appropriate herein, and that payments from the Company's accounts **are only made to one or more of the following accounts :**

DCC International Holdings B.V., Lotus Green Limited, DCC Financial Services and DCC Holdings (UK) Limited bank accounts held with:

- AIB, AIB International Centre, P.O. Box 2750, IFSC, Dublin 1
- AIB, 12 Old Jewry, London EC2R 8DP
- Bank of Ireland UK Treasury, Broadquay, Bristol BS99 7AX
- KBC Bank, Westersingel 88, Postbus 502, 3000 AM Rotterdam;
- KBC Bank, 7th Floor, Exchange House, Primrose Street, London EC2A 2HQ;
- ABN Amro Bank N.V., Vijzelstraat 68 en 78, Postbus 407, 1000 AK Amsterdam
- ABN Amro Bank N.V., 199 Bishopsgate, London EC2M 3TY
- ABN Amro Bank N.V., Foppingaereef 22, 1102 BS Amsterdam
- National Westminster Bank, Regional Treasury Centre, 41 York Place, Leeds LS1 2ED and 7 Hustlergate, Bradford, BD1 1PP
- Ulster Bank, 2 Linenhall Street, Belfast BT2 8BA
- Rabobank Paris Branch, 629 Boulevard Haussmann, 75008 Paris;
- and the DCC plc account 69054226 and the DCC Finance Limited account 87518856 both held with Bank of Ireland, 2 College Green, Dublin 2;
- and the DCC plc accounts and the DCC Finance Limited accounts held with Bank of Ireland Group Treasury, P.O. Box 2386, One IFSC, Custom House Docks, Dublin 1;

- and the DCC plc account 40329001 and the DCC Finance Limited account 42471001 held with Bank of Ireland International Banking, P.O. Box 419, Head Office, Lower Baggot Street, Dublin 2;

For the avoidance of any doubt, no payments whatsoever should be made to any accounts other than those stipulated above.

3. the Company, through the nominated dealers referred to in the attached Schedule 3 of these minutes, is authorised to deal in the following instruments:

- i) cash deposits;
- ii) short term investment (<1 year) instruments;
- iii) medium term investment (1-2 years) instruments;

the Company further instructs the Bank that, in connection with the instruments as referred to above, the Bank be and is hereby requested to act on instructions received by telephone from the nominated dealers as referred to in the attached Schedule 3 of these minutes;

any telephone instruction as referred to above, with the exception of those relating to the **rollover** of i. to iii. above, to be confirmed to the Bank by facsimile message on behalf of the Company within one business day following the telephone instruction, such facsimile confirmation to be signed in accordance with the attached Schedule 2 of these minutes; and the Bank being requested to notify promptly any one of the authorised signatories listed in Schedule 2 not being the person who gave the relevant telephone instruction in the event that it does not receive a facsimile confirmation from the Company as provided for heretofore provided always that:

- i) the Bank will not have any liability for any omission to give notification; and
- ii) any failure by the Company to give such confirmation shall not affect the validity or effectiveness of any instruction;

provided always that such instructions are given in accordance with any facility agreement with the Bank, the terms of which shall prevail over the terms of this mandate;

4. the Company, through the nominated dealers referred to in the attached Schedule 3 of these minutes, is authorised to deal in the following instruments:

- i) spot foreign exchange deals in Euros, Sterling pounds or United States Dollars;
- ii) forward foreign exchange deals in Euros or Sterling pounds;
- iii) forward rate agreements in Euros or Sterling pounds;
- iv) interest rate and currency swaps in Euros and/or Sterling pounds;

the Company further instructs the Bank that, in connection with the instruments as referred to above, the Bank be and is hereby requested to act on instructions received by telephone from the nominated dealers as referred to in the attached Schedule 3 of these minutes;

any telephone instruction as referred to above to be confirmed to the Bank by facsimile message on behalf of the Company within one business day following the telephone instruction; such facsimile confirmation to be signed in accordance with the attached Schedule 2 of these minutes; and the Bank being requested to notify promptly any one of the authorised signatories listed in Schedule 2 not being the person who gave the relevant telephone instruction in the event that it does not receive a facsimile confirmation from the Company as provided for heretofore provided always that:

- (a) the Bank will not have any liability for any omission to give notification; and
- (b) any failure by the Company to give such confirmation shall not affect the validity or effectiveness of any instruction;

provided always that such instructions are given in accordance with any facility agreement with the Bank, the terms of which shall prevail over the terms of this mandate;

5. the Company further instructs the Bank that, in connection with the operation of any accounts as referred to above in the name of the Company and relating to payment instructions on these accounts, the Bank be and is hereby requested to act on instructions received by facsimile message provided, however, that such instructions are in accordance with item 2 herein and are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes;

6. the Bank must send confirmations of all deals and must send monthly statements of all accounts to the following:

ING Trust (Nederland) B.V.,
Secretary - Lotus Green Limited,
PO Box 2838,
1000 CV Amsterdam,
The Netherlands.

and copies must be sent to:

Finance and Administration Department - DCC plc,
DCC House, Brewery Road,
Stillorgan, Blackrock,
Co. Dublin.

7. the Bank be supplied with lists of the officials authorised to sign and dealers authorised to deal as per Schedules 1,2 and 3 of these minutes together with specimen signatures as appropriate and the Bank be given notice in writing, signed by one "A" Director and one "B" Director, of any change which may occur from time to time in the officials authorised to sign or the dealers authorised to deal or in the Directors of the Company or in the restricted list of bank accounts in item 2 herein;
8. the Company will indemnify the Bank in respect of all instructions given, and all transactions conducted, on behalf of the Company in accordance with the terms of this mandate by any of the nominated dealers;
9. this Resolution be communicated to the Bank and, notwithstanding the provisions of item 7. herein, shall constitute the mandate and authority of the Company to the Bank and shall remain in full force until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by one "A" Director and one "B" Director shall be communicated to the Bank;

Certified to be a true copy of an extract from the minutes of a meeting of the Directors of Lotus Green Limited held on 16 December 1999.

"A" Director

Date

"B" Director

Date

30/3/00

SCHEDULE 1

AIB BANK MANDATE

List of authorised signatories as approved at a meeting
of the Directors of Lotus Green Limited held on ~~2 February 2000~~

16 December 1999

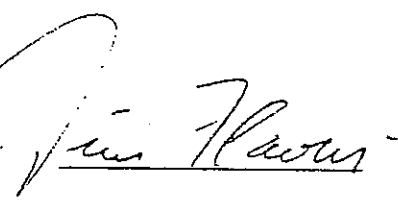
for
SA

Refer to Item 1 12 Old Jewry, London EC2R 8DP
Item 5 Instructions by facsimile message

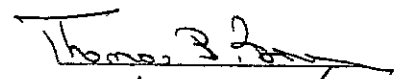
- (i) Amounts less than Euros 25,000 or the foreign currency equivalent amount, one "A" and one "B" signatory
- (ii) Amounts equal to or greater than Euros 25,000 or the foreign currency equivalent amount, two "A" signatories and one "B" signatory

"A" SIGNATORIES

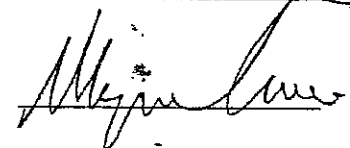
Jim Flavin Chief Executive/ Deputy Chairman
DCC plc - the parent company



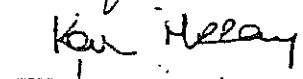
Thomas Breen Director
DCC plc - the parent company



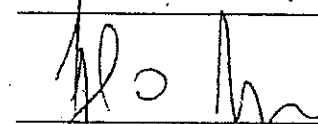
Morgan Crowe Director
DCC plc - the parent company



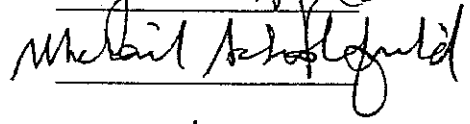
Kevin Murray Director
DCC plc - the parent company



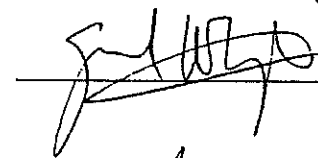
Fergal O'Dwyer "A" Director



Michael Scholefield Secretary
DCC plc - the parent company

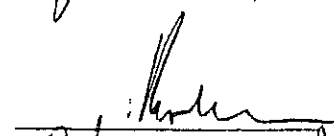


Ger Whyte Associate Director
DCC plc - the parent company

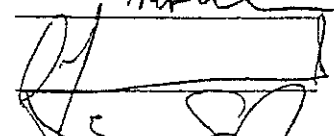


"B" SIGNATORIES

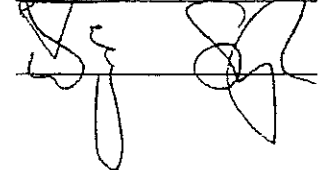
Henri Roskam "B" Director



Gerard Jansen Venneboer "B" Director



ING Trust (Nederland) B.V. Secretary



SCHEDULE 2

AIB BANK MANDATE

List of authorised signatories as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999

F012
A

Confirmation of Instructions relating to :

Refer to Item 3

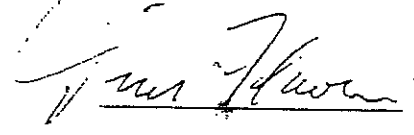
1. *cash deposits;*
2. *short term investment (<1 year) instruments;*
3. *medium term investment (1-2 years) instruments.*

Refer to Item 4

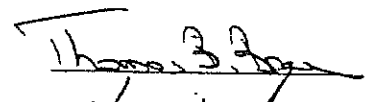
1. *spot foreign exchange deals;*
2. *forward foreign exchange deals;*
3. *forward rate agreements;*
4. *interest rate and currency swaps.*

Any two of the signatories below:-

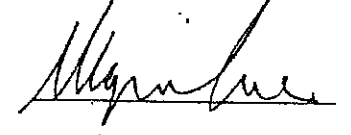
Jim Flavin Chief Executive/ Deputy Chairman
DCC plc - the parent company



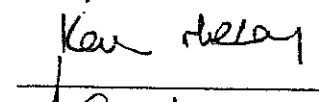
Thomas Breen Director
DCC plc - the parent company



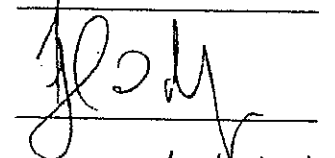
Morgan Crowe Director
DCC plc - the parent company



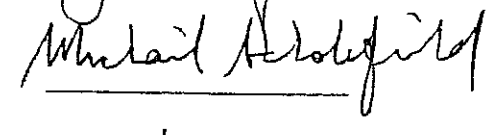
Kevin Murray Director
DCC plc - the parent company



Fergal O'Dwyer "A" Director



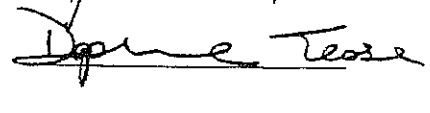
Michael Scholefield Secretary
DCC plc - the parent company



Ger Whyte Associate Director
DCC plc - the parent company



Daphne Tease Group Treasurer



SCHEDULE 3

AIB BANK MANDATE

List of nominated dealers as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999. *FO*

Refer to Item 3 Nominated dealers

1. *cash deposits;*
2. *short term investment (<1 year) instruments;*
3. *medium term investment (1-2 years) instruments.*

Refer to Item 4 Nominated dealers

1. *spot foreign exchange deals;*
2. *forward foreign exchange deals;*
3. *forward rate agreements;*
4. *interest rate and currency swaps.*

Jim Flavin

Fergal O'Dwyer

Michael Scholefield

Daphne Tease

ULSTER BANK
MANDATE:

It was resolved that:

1. Ulster Bank Limited and Ulster Bank Markets Limited (hereinafter called "the Bank") be and is hereby requested to open and/or continue one or more deposit accounts in the name of Lotus Green Limited (hereinafter called "the Company") at 2 Linenhall Street, Belfast BT2 8BA and that the Bank be and is hereby requested and authorised to accept instructions in connection with the said accounts provided that such instructions are in accordance with this mandate and are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes.
2. the Bank be and is hereby requested and authorised to debit or credit any of the Company's accounts in respect of the transactions described herein and the Company shall at all times accept the debit or the credit of the Bank on any of its accounts in respect of such transactions as conclusive evidence of any such instructions and of the amount involved provided that such transactions have been duly authorised by the Company as per items 1,3,4 or 5 as appropriate herein, and that payments from the Company's accounts **are only made to one or more of the following accounts** :

DCC International Holdings B.V., Lotus Green Limited, DCC Financial Services and DCC Holdings (UK) Limited bank accounts held with:

- AIB, AIB International Centre, P.O. Box 2750, IFSC, Dublin 1
- AIB, 12 Old Jewry, London EC2R 8DP
- Bank of Ireland UK Treasury, Broadquay, Bristol BS99 7AX
- KBC Bank, Westersingel 88, Postbus 502, 3000 AM Rotterdam;
- KBC Bank, 7th Floor, Exchange House, Primrose Street, London EC2A 2HQ;
- ABN Amro Bank N.V., Vijzelstraat 68 en 78, Postbus 407, 1000 AK Amsterdam
- ABN Amro Bank N.V., 199 Bishopsgate, London EC2M 3TY
- ABN Amro Bank N.V., Foppingaereef 22, 1102 BS Amsterdam
- National Westminster Bank, Regional Treasury Centre, 41 York Place, Leeds LS1 2ED and 7 Hustlergate, Bradford, BD1 1PP
- Ulster Bank, 2 Linenhall Street, Belfast BT2 8BA
- Rabobank Paris Branch, 629 Boulevard Haussmann, 75008 Paris;
- and the DCC plc account 69054226 and the DCC Finance Limited account 87518856 both held with Bank of Ireland, 2 College Green, Dublin 2;
- and the DCC plc accounts and the DCC Finance Limited accounts held with Bank of Ireland Group Treasury, P.O. Box

2386, One IFSC, Custom House Docks, Dublin 1;

- and the DCC plc account 40329001 and the DCC Finance Limited account 42471001 held with Bank of Ireland International Banking, P.O. Box 419, Head Office, Lower Baggot Street, Dublin 2;

For the avoidance of any doubt, no payments whatsoever should be made to any accounts other than those stipulated above.

3. the Company, through the nominated dealers referred to in the attached Schedule 3 of these minutes, is authorised to deal in the following instruments:

- i) cash deposits;
- ii) short term investment (<1 year) instruments;
- iii) medium term investment (1-2 years) instruments;

the Company further instructs the Bank that, in connection with the instruments as referred to above, the Bank be and is hereby requested to act on instructions received by telephone from the nominated dealers as referred to in the attached Schedule 3 of these minutes;

any telephone instruction as referred to above, with the exception of those relating to the **rollover** of i. to iii. above, to be confirmed to the Bank by facsimile message on behalf of the Company within one business day following the telephone instruction, such facsimile confirmation to be signed in accordance with the attached Schedule 2 of these minutes; and the Bank being requested to notify promptly any one of the authorised signatories listed in Schedule 2 not being the person who gave the relevant telephone instruction in the event that it does not receive a facsimile confirmation from the Company as provided for heretofore provided always that:

- i) the Bank will not have any liability for any omission to give notification; and
- ii) any failure by the Company to give such confirmation shall not affect the validity or effectiveness of any instruction;

provided always that such instructions are given in accordance with any facility agreement with the Bank, the terms of which shall prevail over the terms of this mandate;

4. the Company, through the nominated dealers referred to in the attached Schedule 3 of these minutes, is authorised to deal in the following instruments:

- i) spot foreign exchange deals in Euros, Sterling pounds or United States Dollars;
- ii) forward foreign exchange deals in Euros or Sterling pounds;
- iii) forward rate agreements in Euros or Sterling pounds;
- iv) interest rate and currency swaps in Euros and/or Sterling pounds;

the Company further instructs the Bank that, in connection with the instruments as referred to above, the Bank be and is hereby requested to act on instructions received by telephone from the nominated dealers as referred to in the attached Schedule 3 of these minutes;

any telephone instruction as referred to above to be confirmed to the Bank by facsimile message on behalf of the Company within one business day following the telephone instruction; such facsimile confirmation to be signed in accordance with the attached Schedule 2 of these minutes; and the Bank being requested to notify promptly any one of the authorised signatories listed in Schedule 2 not being the person who gave the relevant telephone instruction in the event that it does not receive a facsimile confirmation from the Company as provided for heretofore provided always that:

- (a) the Bank will not have any liability for any omission to give notification; and
- (b) any failure by the Company to give such confirmation shall not affect the validity or effectiveness of any instruction;

provided always that such instructions are given in accordance with any facility agreement with the Bank, the terms of which shall prevail over the terms of this mandate;

5. the Company further instructs the Bank that, in connection with the operation of any accounts as referred to above in the name of the Company and relating to payment instructions on these accounts, the Bank be and is hereby requested to act on instructions received by facsimile message provided, however, that such instructions are in accordance with item 2 herein and are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes;

6. the Bank must send confirmations of all deals and must send monthly statements of all accounts to the following:

ING Trust (Nederland) B.V.,
Secretary - Lotus Green Limited,
PO Box 2838,
1000 CV Amsterdam,
The Netherlands.

and copies must be sent to:

Finance and Administration Department - DCC plc,
DCC House, Brewery Road,
Stillorgan, Blackrock,
Co. Dublin.

7. the Bank be supplied with lists of the officials authorised to sign and dealers authorised to deal as per Schedules 1,2 and 3 of these minutes together with specimen signatures as appropriate and the Bank be given notice in writing, signed by one "A" Director and one "B" Director, of any change which may occur from time to time in the officials authorised to sign or the dealers authorised to deal or in the Directors of the Company or in the restricted list of bank accounts in item 2 herein;
8. the Company will indemnify the Bank in respect of all instructions given, and all transactions conducted, on behalf of the Company in accordance with the terms of this mandate by any of the nominated dealers;
9. this Resolution be communicated to the Bank and, notwithstanding the provisions of item 7. herein, shall constitute the mandate and authority of the Company to the Bank and shall remain in full force until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by one "A" Director and one "B" Director shall be communicated to the Bank;

Certified to be a true copy of an extract from the minutes of a meeting of the Directors of Lotus Green Limited held on 16 December 1999.

"A" Director

Date

"B" Director

Date

30/3/00

SCHEDULE 1

ULSTER BANK MANDATE

List of authorised signatories as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999

Refer to Item 1 2 Linenhall Street, Belfast BT2 8BA

Item 5 Instructions by facsimile message

- (i) Amounts less than Euros 25,000 or the foreign currency equivalent amount, one "A" and one "B" signatory
- (ii) Amounts equal to or greater than Euros 25,000 or the foreign currency equivalent amount, two "A" signatories and one "B" signatory

"A" SIGNATORIES

Jim Flavin Chief Executive/ Deputy Chairman
DCC plc - the parent company

Thomas Breen Director
DCC plc - the parent company

Morgan Crowe Director
DCC plc - the parent company

Kevin Murray Director
DCC plc - the parent company

Fergal O'Dwyer "A" Director

Michael Scholefield Secretary
DCC plc - the parent company

Ger Whyte Associate Director
DCC plc - the parent company

"B" SIGNATORIES

Henri Roskam "B" Director

Gerard Jansen Venneboer "B" Director

ING Trust (Nederland) B.V. Secretary

Jim Flavin

Thomas Breen

Morgan Crowe

Kevin Murray

Fergal O'Dwyer

Michael Scholefield

Ger Whyte

Henri Roskam

Gerard Jansen Venneboer

SCHEDULE 2

ULSTER BANK MANDATE

List of authorised signatories as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999

fi
bn
sl

Confirmation of Instructions relating to :

Refer to Item 3

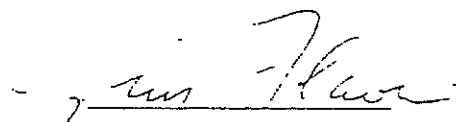
1. *cash deposits;*
2. *short term investment (<1 year) instruments;*
3. *medium term investment (1-2 years) instruments.*

Refer to Item 4

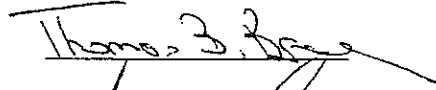
1. *spot foreign exchange deals;*
2. *forward foreign exchange deals;*
3. *forward rate agreements;*
4. *interest rate and currency swaps.*

Any two of the signatories below:-

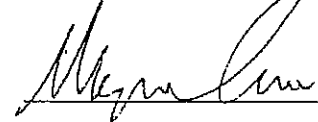
Jim Flavin Chief Executive/ Deputy Chairman
DCC plc - the parent company



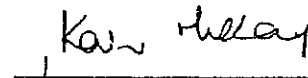
Thomas Breen Director
DCC plc - the parent company



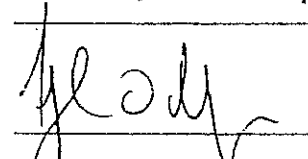
Morgan Crowe Director
DCC plc - the parent company



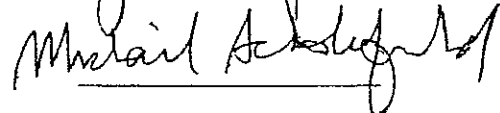
Kevin Murray Director
DCC plc - the parent company



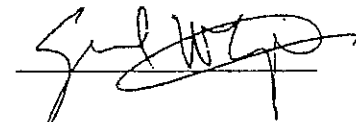
Fergal O'Dwyer "A" Director



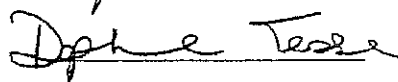
Michael Scholefield Secretary
DCC plc - the parent company



Ger Whyte Associate Director
DCC plc - the parent company



Daphne Tease Group Treasurer



SCHEDULE 3

ULSTER BANK MANDATE

List of nominated dealers as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999

Refer to Item 3 Nominated dealers

1. *cash deposits;*
2. *short term investment (<1 year) instruments;*
3. *medium term investment (1-2 years) instruments.*

Refer to Item 4 Nominated dealers

1. *spot foreign exchange deals;*
2. *forward foreign exchange deals;*
3. *forward rate agreements;*
4. *interest rate and currency swaps.*

Jim Flavin

Fergal O'Dwyer

Michael Scholefield

Daphne Tease

KBC BANK
MANDATE:

It was resolved that:

1. KBC Bank (hereinafter called "the Bank") be and is hereby requested to open and/or continue one or more deposit accounts in the name of Lotus Green Limited (hereinafter called "the Company") at Westersingel 88, Postbus 502, 3000 AM Rotterdam and 7th Floor, Exchange House, Primrose Street, London EC2A 2HQ and that the Bank be and is hereby requested and authorised to accept instructions in connection with the said accounts provided that such instructions are in accordance with this mandate and are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes.
2. the Bank be and is hereby requested and authorised to debit or credit any of the Company's accounts in respect of the transactions described herein and the Company shall at all times accept the debit or the credit of the Bank on any of its accounts in respect of such transactions as conclusive evidence of any such instructions and of the amount involved provided that such transactions have been duly authorised by the Company as per items 1,3,4 or 5 as appropriate herein, and that payments from the Company's accounts **are only made to one or more of the following accounts** :

DCC International Holdings B.V., Lotus Green Limited, DCC Financial Services and DCC Holdings (UK) Limited bank accounts held with:

- AIB, AIB International Centre, P.O. Box 2750, IFSC, Dublin 1
- AIB, 12 Old Jewry, London EC2R 8DP
- Bank of Ireland UK Treasury, Broadquay, Bristol BS99 7AX
- KBC Bank, Westersingel 88, Postbus 502, 3000 AM Rotterdam;
- KBC Bank, 7th Floor, Exchange House, Primrose Street, London EC2A 2HQ;
- ABN Amro Bank N.V., Vijzelstraat 68 en 78, Postbus 407, 1000 AK Amsterdam
- ABN Amro Bank N.V., 199 Bishopsgate, London EC2M 3TY
- ABN Amro Bank N.V., Foppingaereef 22, 1102 BS Amsterdam
- National Westminster Bank, Regional Treasury Centre, 41 York Place, Leeds LS1 2ED and 7 Hustlergate, Bradford, BD1 1PP
- Ulster Bank, 2 Linenhall Street, Belfast BT2 8BA
- Rabobank Paris Branch, 629 Boulevard Haussmann, 75008 Paris;
- and the DCC plc account 69054226 and the DCC Finance Limited account 87518856 both held with Bank of Ireland, 2 College Green, Dublin 2;
- and the DCC plc accounts and the DCC Finance Limited

accounts held with Bank of Ireland Group Treasury, P.O. Box 2386, One IFSC, Custom House Docks, Dublin 1;

- and the DCC plc account 40329001 and the DCC Finance Limited account 42471001 held with Bank of Ireland International Banking, P.O. Box 419, Head Office, Lower Baggot Street, Dublin 2;

For the avoidance of any doubt, no payments whatsoever should be made to any accounts other than those stipulated above.

3. the Company, through the nominated dealers referred to in the attached Schedule 3 of these minutes, is authorised to deal in the following instruments:

- i) cash deposits;
- ii) short term investment (<1 year) instruments;
- iii) medium term investment (1-2 years) instruments;

the Company further instructs the Bank that, in connection with the instruments as referred to above, the Bank be and is hereby requested to act on instructions received by telephone from the nominated dealers as referred to in the attached Schedule 3 of these minutes;

any telephone instruction as referred to above, with the exception of those relating to the rollover of i. to iii. above, to be confirmed to the Bank by facsimile message on behalf of the Company within one business day following the telephone instruction, such facsimile confirmation to be signed in accordance with the attached Schedule 2 of these minutes; and the Bank being requested to notify promptly any one of the authorised signatories listed in Schedule 2 not being the person who gave the relevant telephone instruction in the event that it does not receive a facsimile confirmation from the Company as provided for heretofore provided always that:

- i) the Bank will not have any liability for any omission to give notification; and
- ii) any failure by the Company to give such confirmation shall not affect the validity or effectiveness of any instruction;

provided always that such instructions are given in accordance with any facility agreement with the Bank, the terms of which shall prevail over the terms of this mandate;

4. the Company, through the nominated dealers referred to in the attached Schedule 3 of these minutes, is authorised to deal in the following instruments:

- i) spot foreign exchange deals in Euros, Sterling pounds or United States Dollars;
- ii) forward foreign exchange deals in Euros or Sterling pounds;
- iii) forward rate agreements in Euros or Sterling pounds;
- iv) interest rate and currency swaps in Euros and/or Sterling pounds;

the Company further instructs the Bank that, in connection with the instruments as referred to above, the Bank be and is hereby requested to act on instructions received by telephone from the nominated dealers as referred to in the attached Schedule 3 of these minutes;

any telephone instruction as referred to above to be confirmed to the Bank by facsimile message on behalf of the Company within one business day following the telephone instruction; such facsimile confirmation to be signed in accordance with the attached Schedule 2 of these minutes; and the Bank being requested to notify promptly any one of the authorised signatories listed in Schedule 2 not being the person who gave the relevant telephone instruction in the event that it does not receive a facsimile confirmation from the Company as provided for heretofore provided always that:

- (a) the Bank will not have any liability for any omission to give notification; and
- (b) any failure by the Company to give such confirmation shall not affect the validity or effectiveness of any instruction;

provided always that such instructions are given in accordance with any facility agreement with the Bank, the terms of which shall prevail over the terms of this mandate;

5. the Company further instructs the Bank that, in connection with the operation of any accounts as referred to above in the name of the Company and relating to payment instructions on these accounts, the Bank be and is hereby requested to act on instructions received by facsimile message provided, however, that such instructions are in accordance with item 2 herein and are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes;

6. the Bank must send confirmations of all deals and must send monthly statements of all accounts to the following:

ING Trust (Nederland) B.V.,
Secretary - Lotus Green Limited,
PO Box 2838,
1000 CV Amsterdam,
The Netherlands.

and copies must be sent to:

Finance and Administration Department - DCC plc,
DCC House, Brewery Road,
Stillorgan, Blackrock,
Co. Dublin.

7. the Bank be supplied with lists of the officials authorised to sign and dealers authorised to deal as per Schedules 1,2 and 3 of these minutes together with specimen signatures as appropriate and the Bank be given notice in writing, signed by one "A" Director and one "B" Director, of any change which may occur from time to time in the officials authorised to sign or the dealers authorised to deal or in the Directors of the Company or in the restricted list of bank accounts in item 2 herein;
8. the Company will indemnify the Bank in respect of all instructions given, and all transactions conducted, on behalf of the Company in accordance with the terms of this mandate by any of the nominated dealers;
9. this Resolution be communicated to the Bank and, notwithstanding the provisions of item 7. herein, shall constitute the mandate and authority of the Company to the Bank and shall remain in full force until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by one "A" Director and one "B" Director shall be communicated to the Bank;

Certified to be a true copy of an extract from the minutes of a meeting of the Directors of Lotus Green Limited held on 16 December 1999.

"A" Director

Date

"B" Director

Date

30/3/00

SCHEDULE 1

KBC BANK MANDATE

List of authorised signatories as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999

Refer to Item 1 Westersingel 88, Postbus 502, 3000 AM Rotterdam and 7th Floor,
Exchange House, Primrose Street, London EC2A 2HQ

Item 5 Instructions by facsimile message

- (i) Amounts less than Euros 25,000 or the foreign currency equivalent amount, one "A" and one "B" signatory
- (ii) Amounts equal to or greater than Euros 25,000 or the foreign currency equivalent amount, two "A" signatories and one "B" signatory

"A" SIGNATORIES

Jim Flavin Chief Executive/ Deputy Chairman
DCC plc - the parent company

Thomas Breen Director
DCC plc - the parent company

Morgan Crowe Director
DCC plc - the parent company

Kevin Murray Director
DCC plc - the parent company

Fergal O'Dwyer "A" Director

Michael Scholefield Secretary
DCC plc - the parent company

Ger Whyte Associate Director
DCC plc - the parent company

"B" SIGNATORIES

Henri Roskam "B" Director

Gerard Jansen Venneboer "B" Director

ING Trust (Nederland) B.V. Secretary

SCHEDULE 2

KBC BANK MANDATE

List of authorised signatories as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999

FL
GT

Confirmation of Instructions relating to :

Refer to Item 3

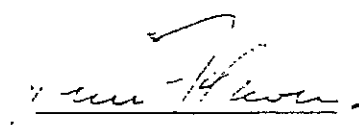
1. *cash deposits;*
2. *short term investment (<1 year) instruments;*
3. *medium term investment (1-2 years) instruments.*

Refer to Item 4

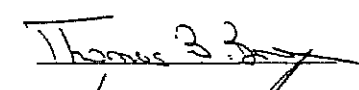
1. *spot foreign exchange deals;*
2. *forward foreign exchange deals;*
3. *forward rate agreements;*
4. *interest rate and currency swaps.*

Any two of the signatories below:-

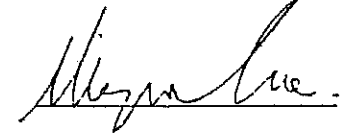
Jim Flavin Chief Executive/ Deputy Chairman
DCC plc - the parent company



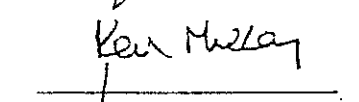
Thomas Breen Director
DCC plc - the parent company



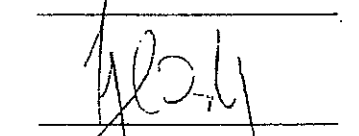
Morgan Crowe Director
DCC plc - the parent company



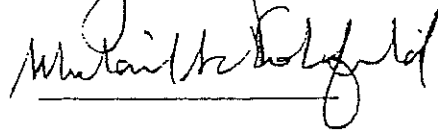
Kevin Murray Director
DCC plc - the parent company



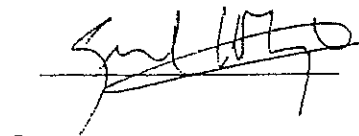
Fergal O'Dwyer "A" Director



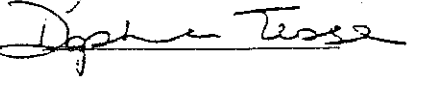
Michael Scholefield Secretary
DCC plc - the parent company



Ger Whyte Associate Director
DCC plc - the parent company



Daphne Tease Group Treasurer



SCHEDULE 3

KBC BANK MANDATE

List of nominated dealers as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999

for
SA

Refer to Item 3 Nominated dealers

1. *cash deposits;*
2. *short term investment (<1 year) instruments;*
3. *medium term investment (1-2 years) instruments.*

Refer to Item 4 Nominated dealers

1. *spot foreign exchange deals;*
2. *forward foreign exchange deals;*
3. *forward rate agreements;*
4. *interest rate and currency swaps.*

Jim Flavin

Fergal O'Dwyer

Michael Scholefield

Daphne Tease

BANK OF IRELAND
MANDATE:

It was resolved that:

1. Bank of Ireland (hereinafter called "the Bank") be and is hereby requested to open and/or continue one or more deposit accounts in the name of Lotus Green Limited (hereinafter called "the Company") at Bank of Ireland UK Treasury, Broadquay, Bristol BS99 7AX, England and that the Bank be and is hereby requested and authorised to accept instructions in connection with the said accounts provided that such instructions are in accordance with this mandate and are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes.
2. the Bank be and is hereby requested and authorised to debit or credit any of the Company's accounts in respect of the transactions described herein and the Company shall at all times accept the debit or the credit of the Bank on any of its accounts in respect of such transactions as conclusive evidence of any such instructions and of the amount involved provided that such transactions have been duly authorised by the Company as per items 1,3,4 or 5 as appropriate herein, and that payments from the Company's accounts **are only made to one or more of the following accounts :**

DCC International Holdings B.V., Lotus Green Limited, DCC Financial Services and DCC Holdings (UK) Limited bank accounts held with:

- AIB, AIB International Centre, P.O. Box 2750, IFSC, Dublin 1
- AIB, 12 Old Jewry, London EC2R 8DP .
- Bank of Ireland UK Treasury, Broadquay, Bristol BS99 7AX
- KBC Bank, Westersingel 88, Postbus 502, 3000 AM Rotterdam;
- KBC Bank, 7th Floor, Exchange House, Primrose Street, London EC2A 2HQ;
- ABN Amro Bank N.V., Vijzelstraat 68 en 78, Postbus 407, 1000 AK Amsterdam
- ABN Amro Bank N.V., 199 Bishopsgate, London EC2M 3TY
- ABN Amro Bank N.V.. Foppingaereef 22, 1102 BS Amsterdam
- National Westminster Bank, Regional Treasury Centre, 41 York Place, Leeds LS1 2ED and 7 Hustlergate, Bradford, BD1 1PP
- Ulster Bank, 2 Linenhall Street, Belfast BT2 8BA
- Rabobank Paris Branch, 629 Boulevard Haussmann, 75008 Paris;
- and the DCC plc account 69054226 and the DCC Finance Limited account 87518856 both held with Bank of Ireland, 2 College Green, Dublin 2;
- and the DCC plc accounts and the DCC Finance Limited accounts held with Bank of Ireland Group Treasury, P.O. Box

2386, One IFSC, Custom House Docks, Dublin 1;

- and the DCC plc account 40329001 and the DCC Finance Limited account 42471001 held with Bank of Ireland International Banking, P.O. Box 419, Head Office, Lower Baggot Street, Dublin 2;

For the avoidance of any doubt, no payments whatsoever should be made to any accounts other than those stipulated above.

3. the Company, through the nominated dealers referred to in the attached Schedule 3 of these minutes, is authorised to deal in the following instruments:

- i) cash deposits;
- ii) short term investment (<1 year) instruments;
- iii) medium term investment (1-2 years) instruments;

the Company further instructs the Bank that, in connection with the instruments as referred to above, the Bank be and is hereby requested to act on instructions received by telephone from the nominated dealers as referred to in the attached Schedule 3 of these minutes;

any telephone instruction as referred to above, with the exception of those relating to the **rollover** of i. to iii. above, to be confirmed to the Bank by facsimile message on behalf of the Company within one business day following the telephone instruction, such facsimile confirmation to be signed in accordance with the attached Schedule 2 of these minutes; and the Bank being requested to notify promptly any one of the authorised signatories listed in Schedule 2 not being the person who gave the relevant telephone instruction in the event that it does not receive a facsimile confirmation from the Company as provided for heretofore provided always that:

- i) the Bank will not have any liability for any omission to give notification; and
- ii) any failure by the Company to give such confirmation shall not affect the validity or effectiveness of any instruction;

provided always that such instructions are given in accordance with any facility agreement with the Bank, the terms of which shall prevail over the terms of this mandate;

4. the Company, through the nominated dealers referred to in the attached Schedule 3 of these minutes, is authorised to deal in the following instruments:

- i) spot foreign exchange deals in Euros, Sterling pounds or United States Dollars;
- ii) forward foreign exchange deals in Euros or Sterling pounds;
- iii) forward rate agreements in Euros or Sterling pounds;
- iv) interest rate and currency swaps in Euros and/or Sterling pounds;

the Company further instructs the Bank that, in connection with the instruments as referred to above, the Bank be and is hereby requested to act on instructions received by telephone from the nominated dealers as referred to in the attached Schedule 3 of these minutes;

any telephone instruction as referred to above to be confirmed to the Bank by facsimile message on behalf of the Company within one business day following the telephone instruction; such facsimile confirmation to be signed in accordance with the attached Schedule 2 of these minutes; and the Bank being requested to notify promptly any one of the authorised signatories listed in Schedule 2 not being the person who gave the relevant telephone instruction in the event that it does not receive a facsimile confirmation from the Company as provided for heretofore provided always that:

- (a) the Bank will not have any liability for any omission to give notification; and
- (b) any failure by the Company to give such confirmation shall not affect the validity or effectiveness of any instruction;

provided always that such instructions are given in accordance with any facility agreement with the Bank, the terms of which shall prevail over the terms of this mandate;

5. the Company further instructs the Bank that, in connection with the operation of any accounts as referred to above in the name of the Company and relating to payment instructions on these accounts, the Bank be and is hereby requested to act on instructions received by facsimile message provided, however, that such instructions are in accordance with item 2 herein and are signed on behalf of the Company in accordance with the attached Schedule 1 of these minutes;

6. the Bank must send confirmations of all deals and must send monthly statements of all accounts to the following:

ING Trust (Nederland) B.V.,
Secretary - Lotus Green Limited,
PO Box 2838,
1000 CV Amsterdam,
The Netherlands.

and copies must be sent to:

Finance and Administration Department - DCC plc,
DCC House, Brewery Road,
Stillorgan, Blackrock,
Co. Dublin.

7. the Bank be supplied with lists of the officials authorised to sign and dealers authorised to deal as per Schedules 1,2 and 3 of these minutes together with specimen signatures as appropriate and the Bank be given notice in writing, signed by one "A" Director and one "B" Director, of any change which may occur from time to time in the officials authorised to sign or the dealers authorised to deal or in the Directors of the Company or in the restricted list of bank accounts in item 2 herein;
8. the Company will indemnify the Bank in respect of all instructions given, and all transactions conducted, on behalf of the Company in accordance with the terms of this mandate by any of the nominated dealers;
9. this Resolution be communicated to the Bank and, notwithstanding the provisions of item 7. herein, shall constitute the mandate and authority of the Company to the Bank and shall remain in full force until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by one "A" Director and one "B" Director shall be communicated to the Bank;

Certified to be a true copy of an extract from the minutes of a meeting of the Directors of Lotus Green Limited held on 16 December 1999.

"A" Director

Date

"B" Director

Date

30/3/00

SCHEDULE 1

BANK OF IRELAND

List of authorised signatories as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

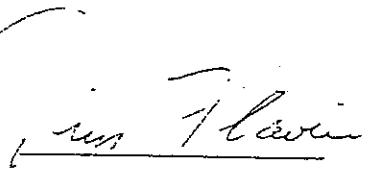
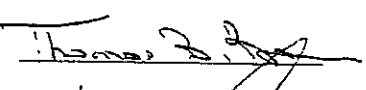
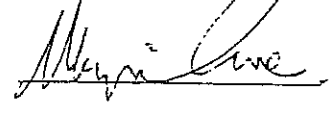
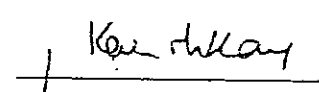
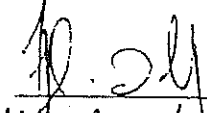
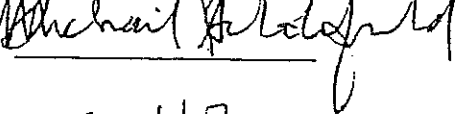
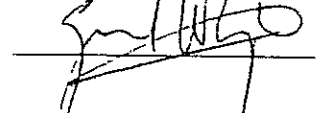
16 December 1999

Refer to Item 1 Bank of Ireland UK Treasury @ Broadquay, Bristol BS99 7AX
Item 5 Instructions by facsimile message

- (i) Amounts less than Euros 25,000 or the foreign currency equivalent amount, one "A" and one "B" signatory
- (ii) Amounts equal to or greater than Euros 25,000 or the foreign currency equivalent amount, two "A" signatories and one "B" signatory

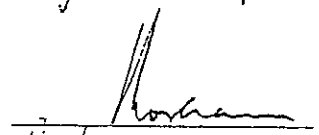

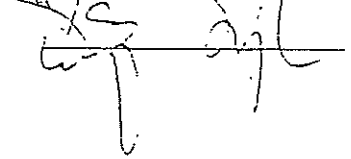
"A" SIGNATORIES

Jim Flavin	Chief Executive/ Deputy Chairman DCC plc - the parent company
Thomas Breen	Director DCC plc - the parent company
Morgan Crowe	Director DCC plc - the parent company
Kevin Murray	Director DCC plc - the parent company
Fergal O'Dwyer	"A" Director
Michael Scholefield	Secretary DCC plc - the parent company
Ger Whyte	Associate Director DCC plc - the parent company

"B" SIGNATORIES

Henri Roskam	"B" Director
Gerard Jansen Venneboer	"B" Director
ING Trust (Nederland) B.V.	Secretary

SCHEDULE 2

BANK OF IRELAND

List of authorised signatories as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999

for
SJ

Confirmation of Instructions relating to :

Refer to Item 3

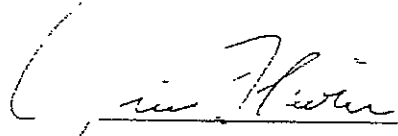
1. *cash deposits;*
2. *short term investment (<1 year) instruments;*
3. *medium term investment (1-2 years) instruments.*

Refer to Item 4


1. *spot foreign exchange deals;*
2. *forward foreign exchange deals;*
3. *forward rate agreements;*
4. *interest rate and currency swaps.*

Any two of the signatories below:-

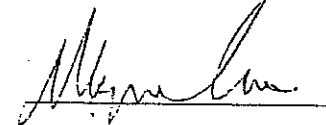
Jim Flavin Chief Executive/ Deputy Chairman
DCC plc - the parent company



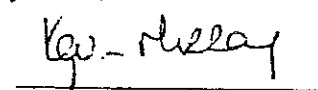
Thomas Breen Director
DCC plc - the parent company



Morgan Crowe Director
DCC plc - the parent company



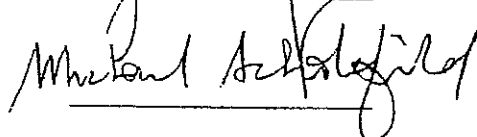
Kevin Murray Director
DCC plc - the parent company



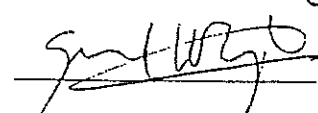
Fergal O'Dwyer "A" Director



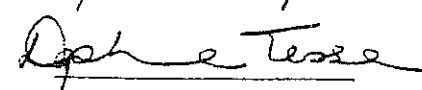
Michael Scholefield Secretary
DCC plc - the parent company



Ger Whyte Associate Director
DCC plc - the parent company



Daphne Tease Group Treasurer



SCHEDULE 3
BANK OF IRELAND

List of nominated dealers as approved at a meeting
of the Directors of Lotus Green Limited held on ~~3 February 2000~~

16 December 1999

fi
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Refer to

Item 3 Nominated dealers

1. *cash deposits;*
2. *short term investment (<1 year) instruments;*
3. *medium term investment (1-2 years) instruments.*

Refer to

Item 4 Nominated dealers

1. *spot foreign exchange deals;*
2. *forward foreign exchange deals;*
3. *forward rate agreements;*
4. *interest rate and currency swaps.*

Jim Flavin

Fergal O'Dwyer

Michael Scholefield

Daphne Tease

LOTUS GREEN LIMITED

Minutes of a Meeting of the Board of Managing Directors held at Amsterdam, The Netherlands on Tuesday 19 October 1999

PRESENT: Mr. G Jansen Venneboer "B" Director
Mr. GALR Diepenhorst "B" Director
Mr. F O'Dwyer "A" Director

APOLOGIES: Mr. H Roskam "B" Director

IN ATTENDANCE: Ms. E van Sytzama

CHAIRMAN: It was resolved that Mr. G. Jansen Venneboer be appointed as Chairman of the Meeting.
It was resolved that Mr. GALR Diepenhorst be appointed as Secretary of the Meeting.

The Chairman noted that the Meeting had been duly convened and that all the Members had been informed of the issues and that the agenda and the related documents had been forwarded to all Directors.
It was noted that since a quorum of the Directors was present, the Board could validly decide and resolve.

AGENDA: The agenda for the Meeting, which is attached as exhibit 1 to these minutes was unanimously approved by the Board.

MINUTES OF PREVIOUS MEETING: The minutes of the meeting of the board of Directors held on 17 June 1999 was approved and signed by the Chairman and Secretary of that meeting.

REV. / OF MANAGEMENT ACCOUNTS: The Directors reviewed the management accounts for the 6 months ended 30 September 1999, which had been circulated and which showed a loss before taxation of NLG751,164.

FYFFES PLC: The Directors noted that the Company had received an ordinary dividend of IR£256,556.10 from Fyffes plc in July 1999.

LOAN INTEREST TO DCC INTERNATIONAL HOLDINGS B.V.: The directors noted that loan interest amounting to IR£257,391.24 had been prepaid to DCC International Holdings B.V. on 30 September 1999.

BANKING DOCUMENTATION-- BOI FACILITIES: Mr. O'Dwyer explained that the bank facility letter dated 8 September 1999 ref. DCCBH050299 from Bank of Ireland ("BOI"), ("the Facility Letter") was to be considered for approval:

Mr. O'Dwyer explained to the meeting that:

- (i) the facilities offered in the Facility Letter replace and extend all facilities offered in the previous facility letter (and amending facility letters) from BOI and were addressed to DCC plc and certain of its subsidiaries as listed in Appendix 1 of the Facility Letter ("the Borrowers") and including Lotus Green Limited;
- (ii) under the terms of the Facility Letter, Lotus Green Limited, could potentially make borrowings under the facilities referred to therein ("the Facilities") or otherwise take advantage of certain of the Facilities; and
- (iii) it was intended that the Facilities be accepted by each of the Borrowers

Mr. O'Dwyer briefly summarised the principal terms and conditions of the Facility Letter noting, in particular:-

- (a) the financial covenants as set out in the Facility Letter and which apply to DCC plc only;
- (b) that the Facilities would not be secured on the assets of any of the borrowing or guaranteeing companies but would be secured by guarantees to be given by DCC plc and certain of its wholly owned subsidiaries as listed in Appendix 1 of the Facility Letter ("the Guarantors"); and
- (c) that each of the Borrowers was required to give an undertaking not to create or permit to subsist any charge (with certain limited exceptions) on the whole or any part of its property or assets without the prior written consent of BOI.

Mr. O'Dwyer referred the meeting specifically to the "Amendments to the Facility Letter" clause (2) of the Facility Letter

facilitating

- 1. the empowerment of DCC plc by each Borrower and Guarantor to negotiate and agree the terms and conditions of any variation(s) to the Facility Letter; and
- 2. the accession of members of the DCC Group to the Facility Letter as additional borrowers and to the guarantees as additional guarantors.

Each of the Directors present declared to the meeting the nature of his interest in the matters under discussion by virtue of the fact that he was a Director of other companies within the DCC Group which were intended to be borrowers in respect of the Facilities and/or to be guarantors in respect of amounts owing in respect of the Facilities and which were accordingly parties to the Facility Letter.

After discussion and consideration, it was resolved that the Facilities and their acceptance were in the best interests of Lotus Green Limited, the benefits thereby accruing being at least commensurate with the obligations being thereby undertaken, and in the best interests of the DCC Group. Accordingly, it was resolved that the Facilities be accepted and that borrowing by Lotus Green Limited pursuant to the Facilities be and is hereby authorised and approved and that for the purposes hereof under the terms of the Facility Letter "borrowing" shall include availing of any of the Facilities in any manner whatsoever.

It was resolved that Mr. O'Dwyer together with ING Trust (Nederland) B.V. be authorised to finalise and sign for and on behalf of Lotus Green Limited all documents, papers, mandates and other instruments required in connection with the acceptance of the Facilities or the Facility Letter.

Mr. O'Dwyer reiterated that the Facilities were intended to be secured by guarantees from the Guarantors. It was noted that the Company along with each other intended guarantor (and subject to limitation on amount in the case of Lotus Green Limited) would guarantee the due payment of all amounts owing to BOI in respect of the Facilities.

It was resolved that the giving of a guarantee by the Company be and is hereby approved and that the Company execute a guarantee in the form of the draft annexed to the Facility Letter and that the same be delivered to BOI.

BOI FACILITY
LETTER -
SUPPLEMENTAL
AGREEMENTS:

It was agreed that the accession of any member of the DCC Group as an additional borrower and/or an additional guarantor under the Facility Letters and the empowerment of DCC plc to negotiate and agree the terms and conditions of any variation(s) to the Facility Letter was in the interests of both the DCC Group taken as a whole and Lotus Green Limited and, accordingly, it was resolved that:

1. Mr. J. Flavin (*Chief Executive / Deputy Chairman - DCC plc*) together with any one of Mr. M. Crowe (*Director - DCC plc*), Mr. F. O'Dwyer (*Chief Financial Officer - DCC plc*) and Mr. M. Scholefield (*Group Secretary - DCC plc*) be henceforth authorised on Lotus Green Limited's behalf (and without the need for further authority from Lotus Green Limited) to sign any Supplemental Agreement (as referred to in the Facility Letter) in respect of
 - (a) the accession of any present or future member of the DCC Group as an additional borrower and/or guarantor under the Facility Letter and related guarantee or
 - (b) the variation of any terms and conditions of the Facility Letter; and
2. a certified copy of this resolution be forwarded by the Secretary of the Company to DCC plc by way of authority for the aforesaid signatories to act on behalf of the Company as referred to above.

B - AMENDING
BANK FACILITY
LETTER:

There was produced to the meeting an amending facility letter from UB dated 3 September 1999 ref ST/ac ("the UB Amending Facility Letter").

It was noted that the UB Amending Facility Letter was an amendment to:-

- (a) a Facility Letter dated 9 August 1995 ref. PF/DCC.0895 from UB approved for acceptance by the Directors at a meeting held on 25 August 1995; and
- (b) a previous Amending Facility Letter dated 27 September 1996 from UB approved for acceptance by the Directors at a meeting held on 19 September 1996.

Mr. O'Dwyer briefly summarised for the meeting the principal amendments to the previous UB facilities, noting, in particular, the following less onerous financial covenant clauses:

- the deletion of the gross gearing ratio requirement for DCC plc; and
- the amendment to the negative pledge clause : the limit to be applied to the granting of security over property and assets being increased to IR£5m from IR£0.75m.

The Directors present declared to the meeting the nature of his interest in the matter under discussion by virtue of the fact that he was a director of other companies within the DCC Group which are (or are intended to be) borrowers or guarantors in respect of the facilities offered by UB.

After discussion and consideration, it was resolved that the UB Amending Facility Letter and its acceptance was in the best interests of the Company, the benefits thereby accruing being at least commensurate with the obligations being thereby undertaken, and of the Group. Accordingly, it was resolved that the UB Amending Facility Letter be accepted and that borrowing by the Company pursuant to the UB Amending Facility Letter be and is hereby authorised and approved.

It was resolved that Mr. O'Dwyer and ING Trust (Nederland) B.V. be authorised to finalise and sign for and on behalf of the Company all documents, papers, mandates and other instruments required in connection with the acceptance of the UB Amending Facility Letter.

KBC FAX
AUTHORISATION AND
INDEMNITY:

The Directors reviewed the fax authorisation and indemnity for KBC (as attached to these minutes). After due consideration the Directors accepted the documentation and authorised Mr. O'Dwyer and ING Trust (Nederland) B.V. to sign the documentation on behalf of the Company.

BANK MANDATE
WITH IRISH
INTERCONTINENTAL
BANK:

The Directors reviewed the bank mandate for Irish Intercontinental Bank (in the form as attached to these minutes). After due consideration the Directors accepted the documentation and authorised Mr. O'Dwyer and ING Trust (Nederland) B.V. to sign the documentation on behalf of the Company.

ANY OTHER

Since there were no more matters to discuss, the Chairman closed the meeting

BUSINESS:

of the Board.

Thus recorded and executed at Amsterdam on 16 December 1999.

CHAIRMAN _____

SECRETARY _____

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LOTUS GREEN LIMITED

MANAGEMENT ACCOUNTS FOR THE PERIOD

ENDED 30 NOVEMBER 1999

LOTUS GREEN LIMITED

MANAGEMENT ACCOUNTS FOR THE PERIOD ENDED 30 NOVEMBER 1999

<u>CONTENTS</u>	<u>PAGE</u>
Profit and Loss Account for the period ended 30 November 1999	2
Balance Sheet as at 30 November 1999	3
Notes to the Management Accounts	4

LOTUS GREEN LIMITED**PROFIT AND LOSS ACCOUNT FOR THE PERIOD ENDED 30 NOVEMBER 1999**

	Notes	8 Months to 30 Nov 1999 NLG	8 Months to 30 Nov 1998 NLG
<u>Income</u>			
Dividends receivable		1,431,108	1,441,241
Deposit interest receivable		6,377	30,388
		<hr/>	<hr/>
		1,437,485	1,471,629
		<hr/>	<hr/>
<u>Expenses</u>			
Intercompany loan interest		2,504,936	1,706,747
Professional Fees		9,532	6,213
Sundry expenses		4,048	3,578
Unrealised FX (gains)/losses on IR£ deposits and I/Co. loans		0	(985,724)
		<hr/>	<hr/>
		(2,518,516)	(730,814)
		<hr/>	<hr/>
Operating profit before taxation		(1,081,031)	740,815
Taxation	1	0	(135,348)
		<hr/>	<hr/>
Retained profit/(loss) for the period		(1,081,031)	605,467
Retained profit at beginning of period		5,831,731	4,479,942
		<hr/>	<hr/>
Retained profit at end of period		4,750,700	5,085,409
		<hr/>	<hr/>

LOTUS GREEN LIMITED**BALANCE SHEET AS AT 30 NOVEMBER 1999**

	Notes	<u>30 Nov 1999</u>	<u>30 Nov 1998</u>
		NLG	NLG
FINANCIAL FIXED ASSET	2	<u>101,637,599</u>	<u>101,637,599</u>
CURRENT ASSETS			
Debtors and prepaid income	3	133,743	156,276
Bank		<u>540,603</u>	<u>1,623,016</u>
		<u>674,346</u>	<u>1,779,292</u>
CREDITORS :- amounts falling due within one year			
Trade creditors and accruals		21,978	5,435
Amount due to group companies		1,863,336	1,844,393
Taxation		<u>22,331</u>	<u>22,331</u>
		<u>(1,907,645)</u>	<u>(1,872,159)</u>
NET CURRENT ASSETS		<u>(1,233,300)</u>	<u>(92,867)</u>
CREDITORS :- amounts falling due after more than one year			
Amount due to group companies		<u>(95,613,597)</u>	<u>(96,419,320)</u>
NET ASSETS		<u><u>4,790,703</u></u>	<u><u>5,125,412</u></u>
FINANCED BY			
SHAREHOLDERS' FUNDS			
Called-up share capital	4	40,003	40,003
Profit and loss account		<u>4,750,700</u>	<u>5,085,409</u>
		<u><u>4,790,703</u></u>	<u><u>5,125,412</u></u>

LOTUS GREEN LIMITEDNOTES TO THE MANAGEMENT ACCOUNTS - PERIOD ENDED 30 NOVEMBER 1999

	<u>30 Nov 1999</u>	<u>30 Nov 1998</u>
	NLG	NLG
1 <u>TAXATION</u>		
Capital duty	0	23,161
Tax credits on dividends	<u>0</u>	<u>112,187</u>
	<u>0</u>	<u>135,348</u>
2 <u>FINANCIAL FIXED ASSETS</u>		
Period opening balance	101,637,599	100,148,950
Reinvestment of Fyffes Dividend	<u>0</u>	<u>1,488,649</u>
Period closing balance	<u>101,637,599</u>	<u>101,637,599</u>
3 <u>DEBTORS: Amounts falling due within one year:-</u>		
Amount due from group company	43,780	65,780
Prepaid dividends	89,155	89,244
Other debtors / prepayments	<u>808</u>	<u>1,252</u>
	<u>133,743</u>	<u>156,276</u>
4 <u>CALLED-UP SHARE CAPITAL</u>		
Authorised - Ordinary shares of IR£1 each (Equivalent IR£100,000)	<u>260,130</u>	<u>260,130</u>
Issued - Ordinary shares of IR£1 each (Equivalent IR£14,172)	<u>40,003</u>	<u>40,003</u>
5 <u>RECONCILIATION OF MOVEMENT IN SHAREHOLDERS' FUNDS</u>		
Profit/(loss) in the financial period	(1,081,031)	605,467
Share capital issued	-	-
Opening shareholders' funds	<u>5,125,412</u>	<u>4,519,945</u>
Closing shareholders' funds	<u>4,790,703</u>	<u>5,125,412</u>
6 <u>REPORTING CURRENCY</u>		

The currency used in these financial statements is the Dutch Guilder which is denoted by the symbol "NLG".

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LOTUS GREEN LIMITED

Minutes of a Meeting of the Board of Managing Directors
held at Amsterdam, The Netherlands
on Thursday 3 February 2000 @ 7.45am

PRESENT:

Mr. H Roskam	"B" Director
Mr. G Jansen Venneboer	"B" Director
Mr. GALR Diepenhorst	"B" Director
Mr. F O'Dwyer	"A" Director

IN ATTENDANCE:

Ms. E van Sytzama

CHAIRMAN:

It was resolved that Mr. H Roskam be appointed as Chairman of the Meeting.
It was resolved that Mr. GALR Diepenhorst be appointed as Secretary of the Meeting.

The Chairman noted that the Meeting had been duly convened and that all the Members had been informed of the issues and that the agenda and the related documents had been forwarded to all Directors.

It was noted that since a quorum of the Directors was present, the Board could validly decide and resolve.

AGENDA:

The agenda for the Meeting, which is attached as exhibit 1 to these minutes was unanimously approved by the Board.

FYFFES PLC:

It was noted that Mr. H Roskam had suggested that, given the recent upward movement in the share price of Fyffes plc, a review of the strategic options for the Company in relation to its interest in Fyffes plc might be updated for the Board. A copy of his letter is attached to these minutes.

Mr. G Jansen Venneboer and Mr. Roskam presented to the Board a paper outlining the strategic options available to the Company in relation to its long term interest in Fyffes plc and after discussion accepted the outline conclusions set out therein.

The Directors resolved to accept offers of €3.00 or higher for all or part of the Company's shareholding in Fyffes plc. The Directors considered that in order to avoid market saturation a disposal in tranches may be appropriate. It was further resolved that any one of Mr. GALR Diepenhorst, Mr. H Roskam, Mr. G Jansen Venneboer and Mr. O'Dwyer be authorised to accept such an offer on behalf of the Company, such authority to be valid until the date of the next Board meeting, scheduled for 30 March 2000.

ANY OTHER
BUSINESS:

Since there were no more matters to discuss, the Chairman closed the meeting of the Board.

Thus recorded and executed at Amsterdam on 30 March 2000.

CHAIRMAN

SECRETARY

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MR. F. O'Dwyer

FAX 00353-12831018

DCC plc

DCC House

Shelbourn

Co. Dublin

Ireland

Dear Fergal,

I recently noticed that the Fyffes plc stock price has moved ahead strongly since its result announcement in December 1999 and is currently trading around Euro 3.3. It therefore seems to me that we perhaps should consider a Board meeting to update ourselves on this development especially as this pertains to our important investment in this company.

Kind regards,



Henri Roskam

Chairman DCC

Amsterdam

The Netherlands

LOTUS GREEN LIMITED

Memorandum

To: The Board of Lotus Green

From: Henri Roskam and Gerard Jansen Venneboer

Date: 2 February 2000

Re: Fyffes plc

At a Board meeting held on 28 July 1998 the Board reviewed the strategic options available to Lotus Green ("LG"/the "Company") in relation to its important strategic interest in Fyffes and their resulting impact on the development strategies available to the Company. At each subsequent Board meeting the Board has been updated on the performance of Fyffes.

The attached paper updates the Board of Lotus Green's on developments in Fyffes since the 10.8% interest was acquired by the Company.

Fyffes share price has roughly doubled since its annual results announcement in December 1999 driven in the main by favourable investor sentiment to the worldoffruit.com venture. Whilst this is a very positive development for Fyffes ultimately the potential for this venture is like most internet investments extremely difficult to call and this business will incur losses as it develops. Having regard to the volatility of "internet" valuations the sustainability of Fyffes valuation is unpredictable this is particularly so given that the recent increase in Fyffes share price has been driven off reasonably thin trading volumes.

The meeting on 28 July 1998 summarised the following strategic options available to LG the principles of which are still relevant today:

Increase the Company's shareholding in Fyffes

The Company already has a significant investment in Fyffes on which it has related borrowings of NLG96.3m. Also whilst it is hoped the EU banana Regime will be sorted out in Fyffes's favour there is always the risk that this will not be the case and in addition the worldoffruit.com venture will be loss making

Leave the existing interest in Fyffes unchanged

Staying with the existing holding in Fyffes will provide a steady annual cash flow in the form of dividends (approximately NLG3.5m) which will be available to pay down the Company's loans.

Dispose of some or all of the Company's shareholding in Fyffes

A disposal of some or all of the Company's shareholding in Fyffes would free up significant financial resources to allow the Company to repay its existing debts and/or pay a dividend to its parent company and to pursue new development opportunities which might include either:

- Acquisitions of or equity investments in DCC Group companies
- Loans to DCC Group companies
- Acquisition of or investments in non DCC Group companies

Overall whilst the Company remains satisfied with its interest in Fyffes the broad conclusions reached previously by the Board at the 28 July 1998 meeting are still appropriate. Offers for all or part of the Company's shareholding in Fyffes in excess of €3.00 per share should be given serious consideration as it affords the Company the opportunity to realise the significant appreciation in the valuation of Fyffes since it was acquired in August 1995.

Henri Roskam/Gerard Jansen Venneboer.

LOTUS GREEN LIMITED

FYFFES plc

1. Introduction

The relevant background information is summarised as follows:

- LG has a 10.8% interest in the ordinary share capital of Fyffes and a 8.2% interest in its IR8.25p convertible Preference shares. On conversion of the preference shares LG's interest in Fyffes would be 10.4%.
- The bulk of LG's interest in Fyffes was acquired in August 1995 for a consideration of NLG100.1m. Following a further smaller investment in April 1998 the total cost of the Company's investment in Fyffes is NLG101.6m.
- At a share price range of €2.5-€3.25 per share the current market value of LG's investment in Fyffes is in the range of NLG197m - NLG256m.
- The original investment was financed by a NLG100.1m loan from a fellow subsidiary. Since August 1995 some of this loan was repaid and the balance (NLG96.3m) was refinanced by a loan from LG's parent company DCC International Holdings BV.
- Since acquiring its interest in Fyffes, LG has received dividends of approximately NLG14.6m.
- LG has negotiated a Participation Exemption with the Dutch Revenue Authorities whereby the dividends received from Fyffes and any profit in relation to a disposal of Fyffes would not be subject to Dutch tax.

2. Major Interests

Ireland: Fyffes is the leading distributor of fresh produce in Ireland where the company is also brand leader.

UK: Group operations in the UK embrace bananas and fresh produce. In the UK banana market the group operates on its own account (Fyffes) and it has a 50% interest in the joint venture which acquired the banana interests of Geest Plc in 1996. The Group is the market leader in bananas in the UK. It is also market leader in fresh produce other than bananas.

Europe: Fyffes is a leading operator in the European banana sector. Its share of the EU banana market is estimated at 18%. In mainland Europe the group is also involved in marketing fresh produce other than bananas. In

November 1999 Fyffes completed the acquisition of a 50% interest in Capespan International Holdings, the exclusive European supplier of Cape and Outspan produce.

South Africa: Also in November 1999 Fyffes acquired a 10% interest in Capespan Group Holdings.

3. Business & Background

Fyffes is one of the largest importers and distributors of fresh produce (fruit and vegetables) in Europe. It has an extensive fixed asset infrastructure which includes ships, distribution centre warehouses, and a transport network.

More significantly Fyffes is the second largest banana marketing company in the EU. It has secured this position via a development strategy modelled on that which first secured its leading supply position in Ireland and subsequently in the UK in bananas and in other produce. It consolidated the Irish industry via a succession of key acquisitions and in the process achieved economies of scale. It did likewise in the UK in the 1980s. It is following much the same path on the continent.

Unlike its competitors, particularly the multi-nationals in the banana industry, it has eschewed for the most part involvement in production and sought competitive advantage in its purchasing, shipping, ripening, distribution from a wide variety of sources (some agreed in joint venture arrangements) and it manages the main risks in the produce sector-the vulnerability of own producers to climatic disasters or to oversupply. Fyffes's strategy of non-involvement in production, which has also given it more investment freedom than would otherwise have been the case, has been an important factor in its industry out-performance through the 1990s.

Fyffes has been listed on the Irish market since 1981. At the time of its listing its revenues for the most part originated in Ireland. But from its early days the group marketed produce in the UK. It was therefore natural that it should first look to the UK as part of its strategy for continued growth. In 1986 the then group (FII) acquired Fyffes Group, the No. 2 operator in the UK banana market and whose Fyffes brand is the oldest in the world. Subsequently the group adopted the Fyffes name. The group also expanded its general produce operations through acquisitions in the UK. During the mid to late 1980s its UK operations were the principal driver of growth.

The advent of the European Single Market made diversification to continental Europe (the EU is the largest market for bananas in the world) the logical next step for Fyffes. The group's development on the Continent initially focused on the direct shipping and marketing of green bananas to North European markets. But following the introduction of the common regime in bananas in July 1993 the group's strategy evolved further to include investments in companies which had strong positions in their domestic markets and some of which had significant intra-Community trade. These included Coplaca (Spain), Lembecke (Denmark), Velleman & Tas (Netherlands), Kahl (Germany). The company's preferred means of investment in Europe has been by way of significant initial stakes (30%-50%) with options to gain a controlling interest, or full ownership.

These investments gave Fyffes access to the wider continental market and balanced its banana volumes between these origins. These are supplies from within the EU, from ACP countries and from central and South America (dollar fruit). In 1996 the group returned to the UK and made a highly significant and strategic investment in a joint venture with WIBDECO which acquired Geest bananas from Geest Plc.

The EU's banana regime has been in dispute since its introduction. In November 1999 the EU Commission outlined proposals to amend the regime. But as these lack universal agreement further attempts to resolve the dispute must be made. It is likely to be well into 2000 before agreement is found. As regards volumes the Commission's latest proposals would not look injurious to Fyffes but for all parties the price level consequent on ultimately agreed proposals is key.

The group's involvement in the banana sector somewhat overshadows the significance of its general produce business which accounts for the greater share of group revenues (c 65%). These operations have grown through investment, and organically in line with consumption growth. General produce operations are an important contributor to group profits. Via investments it has made in continental Europe the group has diversified its general produce interests to many mainland European countries including Spain, Holland, Denmark, France and Italy. The approach has been to establish an initial foothold through acquisition of a strategic player and then to leverage growth off this base through further investments for economies of scale. In December 1998 Fyffes, in a major strategic development of its produce division, announced an equity investment (concluded in November 1999) in the major South African produce sales and marketing concern, Capespan Group Holdings (itself the result of a merger of the Unifruco and Outspan organisations). It is acquiring a 10% stake in Capespan Group's European subsidiary, Capespan International Holdings. This is the exclusive European supplier of produce under the major Cape and Outspan brands.

4. Worldoffruit.com

In November 1999 Fyffes launched worldoffruit.com. This new venture is developing an Internet portal for the fresh produce industry including FruitXchange, a business-to-business (B2B) on-line trading system, worldoffruit.com will combine B2B on-line trading with trade news, views and other services. Through this dedicated industry website, businesses will have access to on-line trading and other services which will add value to their operations. Additional investor partners will be sought around the world from inside and outside the industry to fully develop worldoffruit.com as the leading industry-wide portal.

Recently (13 January 2000) announced two major corporate developments at Fruit Logistica 2000 in Berlin - a strategic partnership with Computer Sciences Corporation ("CSC") and the launch of its enhanced website.

- The expanded website broadens the existing service provided by fruitXchange the B2B on-line trading system launched in November 1999 by worldoffruit.com. It will incorporate fruitAuction, an on-line produce auction, and specialised industry message boards.
- The strategic partnership with CSC, the leading developer of internet marketplaces which created E-Steel.com, Plasticsnet.com and Chematch.com, will help develop worldoffruit.com's market leading on-line trading facilities, as well as other innovative services.

Worldoffruit.com is in active discussions with a number of leading venture capital companies to secure further funding for its development. Launched with initial backing from Fyffes plc. The world's second largest fresh produce company, worldoffruit.com is now actively seeking substantial investment to allow it to build a significant market share of the global fresh produce trade.

5. Record and Finances

Fyffes has a good financial record. Turnover growth over the period between 1994 and 1999 has compounded at 10.6% and pre-tax profits at 12.6%. Compound earnings growth has been around the 13% mark. Relative to its industry peers these are good numbers given that shareholders' funds have remained broadly unchanged over the period.

A copy of Fyffes' recently announced audited results for the year ended 31 October 1999 is attached by way of an Appendix. Adjusted earnings per share and profit before tax were up 14.8% and 5.1% respectively on the previous year.

V5

DCC plc

Minutes of a Meeting of Directors
held at DCC House, Stillorgan, Blackrock, Co. Dublin
on Monday 7 February 2000 at 8.30am

PRESENT:

Mr A. Spain Chairman
Mr J. Flavin Chief Executive/Deputy Chairman
Mr T. Barry
Mr M. Crowe
Mr P. Gallagher

Mr M. Scholefield Secretary

IN ATTENDANCE:

Mr T. Breen, Managing Director - IT Distribution and SerCom, Mr K. Murray, Managing Director - Energy and Food and Mr F. O'Dwyer, Chief Financial Officer, joined the meeting following the Audit Committee meeting.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

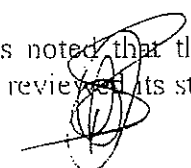
[REDACTED]

CHIEF
EXECUTIVE/
DEPUTY
CHAIRMAN'S
REPORT:

[REDACTED]

[REDACTED]

During a discussion on DCC's food division it was noted that the board of Lotus Green, a Dutch subsidiary of the Group, had recently reviewed its strategy in relation



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
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[REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

an annual report to the Board of Directors of the Company, and the Board in March 1971.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

STRATEGY
STATEMENT:

Mr Flavin reported on the annual Executive Strategy Conference held on 9/10 March, noting that the two principal themes had been e-commerce development and management development. He then elaborated on his 2000 Strategy Statement which had been circulated. He commented on the basic precepts for DCC's development and the strategies and objectives identified for the growth and



development of each of its four divisions. Mr Flavin noted the achievement of the Group's objective of realising substantial funds from non-core assets and noted that it would be necessary to step up the pace of acquisitions. However he stressed that the Group's initial focus would remain on continuing to achieve strong organic growth and that the primary acquisition focus would be on 'bolt-on' opportunities. It was planned to keep a lean corporate/divisional structure and to devolve significant responsibility to operating management. Mr Flavin identified developing the Group's management resources as the greatest area of challenge for the Group.

After consideration and discussion, the Directors endorsed the Strategy Statement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Handwritten signature]

Realisations

Over the last year or two it had been an objective to realise IR£60 million plus from non-core activities. This has now been achieved through the sale of DCC's ordinary shareholding in Fyffes for IR£84 million. We still retain 4.6 million preference shares in Fyffes.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

MATTERS
ARISING

Mr Flavin advised the Board that Lotus Green, a Dutch subsidiary of the Group, had completed the disposal of its entire holding of 31.2 million ordinary shares in Fyffes plc between 8 and 14 February 2000. This disposal had realised proceeds for the Group of €106.7 million, a profit on cost of €85 million and a profit on book value of €76 million. It was noted that Lotus Green continues to hold 4.6 million convertible preference shares in Fyffes.

Mr Flavin advised the Board that he had resigned as a director of Fyffes on 9 February 2000.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



MS (Secretary) Notes of Board Meeting

Decple BM 27/03/2000.

Minutes reported 1st part of shareholders of the
Balance of ordinary shareholders - figures still
hold as given still holds prof status.

If. information profit arising

discussed matters with MS and APIC.

If had no information beyond December

No further updates over the If away etc.

Nov/Apr small months in the business.

People come billing Dec to March. For body's look most of the
state.

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LOTUS GREEN LIMITED

Minutes of a Meeting of the Board of Managing Directors held at Amsterdam, The Netherlands on Thursday 30 March 2000

PRESENT:

Mr. G Jansen Venneboer	"B" Director
Mr. GALR Diepenhorst	"B" Director
Mr. H Roskam	"B" Director
Mr. F O'Dwyer	"A" Director

IN ATTENDANCE:

Ms. E van Sytzama

CHAIRMAN:

It was resolved that Mr. Roskam be appointed as Chairman of the Meeting.
It was resolved that Mr. GALR Diepenhorst be appointed as Secretary of the Meeting.

The Chairman noted that the Meeting had been duly convened and that all the Members had been informed of the issues and that the agenda and the related documents had been forwarded to all Directors.

It was noted that since a quorum of the Directors was present, the Board could validly decide and resolve.

AGENDA:

The agenda for the Meeting, which is attached as exhibit 1 to these minutes was unanimously approved by the Board.

**MINUTES OF
PREVIOUS MEETING:**

The minutes of the meetings of the board of Directors held on 16 December 1999 and 3 February 2000 were approved and signed by the Chairman and Secretary of those meeting.

**VIEW OF
MANAGEMENT
ACCOUNTS:**

The Directors reviewed the management accounts for the 11 months ended 29 February 2000, which had been circulated and which showed a profit before taxation of NLG149,772,348, including a profit of NLG148,767,930 on the disposal of shares in Fyffes plc.

FYFFES PLC:

The Directors noted that the following shares in Fyffes plc had been disposed of:

Date	Details
3 February 2000	17,895,697 ordinary shares of €0.06 at €3.20 per share.
8 February 2000	8,000,000 ordinary shares of €0.06 at €3.60 per share.
14 February 2000	5,273,796 ordinary shares of €0.06 at €3.90 per share.

It was noted that the total proceeds after commission of €106.4 had been received and was currently on deposit. It was agreed that the Directors would review the options available to the Company for the use of the funds at the next board meeting.

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AIB GROUP BANK
FACILITIES AND
RELATED
GUARANTEES:

There was produced to the meeting a bank facility letter dated 14 January 2000 ref. 13386/facilityltr99 from AIB ("the Facility Letter").

Mr. O'Dwyer explained to the meeting that:

- (i) the facilities offered in the Facility Letter replace and extend all facilities offered in previous facility letters (and amending facility letters) from AIB and were addressed to DCC plc and certain of its subsidiaries as listed in Appendix 1 of the facility letter ("the Borrowers") including Lotus Green Limited ("the Company");
- (ii) under the terms of the Facility Letter, the Company and certain of its subsidiaries could potentially make borrowings under the facilities referred to therein ("the Facilities") or otherwise take advantage of certain of the Facilities; and
- (iii) it was intended that the Facilities be accepted by each of the Borrowers.

Mr. O'Dwyer briefly summarised the principal terms and conditions of the Facility Letter noting, in particular:-

- (a) the financial covenants as set out in the facility letter;
- (b) that the Facilities would not be secured on the assets of any of the borrowing or guaranteeing companies but would be secured by guarantees to be given by DCC plc and certain of its wholly owned subsidiaries as listed in Appendix 1 of the facility letter ("the Guarantors") including the Company; and
- (c) that each of the Borrowers was required to give an undertaking not to create or permit to subsist any charge (with certain limited exceptions) on the whole or any part of its property or assets without the prior written consent of the lending banks.

Mr. O'Dwyer referred the meeting specifically to:

- the "Additional Borrowers", "Additional Guarantors" and "Agency" clauses (2,3 & 18) of the Facility Letter;

facilitating

1. the empowerment of DCC plc by each Borrower and Guarantor to negotiate and agree the terms and conditions of any variation(s) to the Facility Letter; and

2. the accession of members of the DCC Group to the Facility Letter as additional borrowers and to the guarantees as additional guarantors.

Each of the Directors present declared to the meeting the nature of his interest in the matters under discussion by virtue of the fact that he was a Director of other companies within the DCC Group which were intended to be borrowers in respect of the Facilities and/or to be guarantors in respect of amounts owing in respect of the Facilities and which were accordingly parties to the Facility Letter.

After discussion and consideration, it was resolved that the Facilities and their acceptance were in the best interests of the Company, the benefits thereby accruing being at least commensurate with the obligations being thereby undertaken, and in the best interests of the DCC Group. Accordingly, it was resolved that the Facilities be accepted and that borrowing by the Company pursuant to the Facilities be and is hereby authorised and approved and that for the purposes hereof under the terms of the Facility Letter "borrowing" shall include availing of any of the Facilities in any manner whatsoever.

It was resolved that Mr. F. O'Dwyer and Mr. G.A.L.R. Diepenhorst be authorised to finalise and sign for and on behalf of the Company all documents, papers, mandates and other instruments required in connection with the acceptance of the Facilities or the Facility Letter.

Mr. O'Dwyer reiterated that the Facilities were intended to be secured by guarantees from the Guarantors. It was noted that the Company along with each other intended guarantor (subject to limitation on amount in the case of DCC International Holdings BV) would guarantee the due payment of all amounts owing to AIB in respect of the Facilities.

It was resolved that the giving of such a guarantee by the Company be and is hereby approved and that the common seal of the Company be affixed in accordance with the Articles of Association to a guarantee in the form of the draft annexed to the Facility Letter and that the same be delivered to the lending banks.

It was agreed that the accession of any member of the DCC Group as an additional borrower and/or an additional guarantor under the Facility Letter and the empowerment of DCC plc to negotiate and agree the terms and conditions of any variation(s) to the Facility Letters was in the interests of both the DCC Group taken as a whole and the Company and, accordingly, it was resolved that Mr. J. Flavin (*Chief Executive/Deputy Chairman - DCC plc*) together with any one of Mr. M. Crowe (*Director - DCC plc*), Mr. F. O'Dwyer and Mr. M. Scholefield (*Secretary - DCC plc*) be henceforth authorised on the Company's behalf (and without the need for further authority from the Company) to sign any Borrower Accession Deed or any Guarantor Accession Deed (as referred to in the Facility Letter) in respect of the accession of any present or future member of the DCC Group as an additional borrower and/or guarantor under

AIB FACILITY
LETTER -
BORROWER
ACCESSION DEEDS &
GUARANTOR
ACCESSION DEEDS:

LOAN INTEREST PAID
TO DCC
INTERNATIONAL
HOLDINGS B.V.:

the Facility Letter and related guarantee.

The Directors noted that the following loan interest had been paid to DCC International Holdings B.V.:

Date	Amount
21 February 2000	€50,000
6 March 2000	€200,000

ANY OTHER
BUSINESS:

Since there were no other matters to discuss, the Chairman closed the meeting of the Board.

Thus recorded and executed at Amsterdam on 26 April 2000.

CHAIRMAN

SECRETARY

DCC

Agenda

Of: Lotus Green Limited

For: Meeting of Directors

To be held on: 30 March 2000

At: Keizergracht 534
1017 EK Amsterdam

1. Minutes of meeting dated 16 December 1999 and 3 February 2000 for approval and for signature.
2. Review of management accounts for the period ended 29 February 2000.
3. ✓ Fyffes plc - note following disposals of the ordinary shares:
✓ 17,895,697 ordinary shares on 3 February 2000;
✓ 8,000,000 ordinary shares on 8 February 2000; and
✓ 5,273,796 ordinary shares on 14 February 2000.
✓ PwC have informed the Tax Authorities of the disposals and are awaiting confirmation that the participation exemption continues to apply.
✓ Total proceeds received of €106.4 million – agreed that proposals in relation to use of funds to be prepared for the next meeting and presented to the Board.
4. Banking documentation - AIB replacement facility letter and related documentation.
5. Note loan interest paid to DCC IBV on 21 February 2000 of NLG90,184 and €200,000 on 6 March 2000.
6. Acquisitions and developments.
7. Any other business.

LOTUS GREEN LIMITED

MANAGEMENT ACCOUNTS FOR THE PERIOD

ENDED 29 FEBRUARY 2000

LOTUS GREEN LIMITED

MANAGEMENT ACCOUNTS FOR THE PERIOD ENDED 29 FEBRUARY 2000

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Profit and Loss Account for the period ended 29 February 2000	2
Balance Sheet as at 29 February 2000	3
Notes to the Management Accounts	4

LOTUS GREEN LIMITED**PROFIT AND LOSS ACCOUNT FOR THE PERIOD ENDED 29 FEBRUARY 2000**

	Notes	11 Months to 29 Feb 2000 NLG	11 Months to 28 Feb 1999 NLG
<u>Income</u>			
Dividends receivable		3,933,277	3,601,809
Deposit interest receivable		338,395	41,649
— Profit on disposal of investment		148,767,930	0
		<u>153,039,602</u>	<u>3,643,458</u>
<u>Expenses</u>			
Intercompany loan interest		3,255,154	2,838,921
Professional Fees		12,727	20,468
Sundry expenses		(627)	5,156
Unrealised FX (gains)/losses on IRE deposits and I/Co. loans		0	(1,069,369)
		<u>(3,267,254)</u>	<u>(1,795,176)</u>
Operating profit before taxation		149,772,348	1,848,282
Taxation	1	0	(167,875)
Retained profit/(loss) for the period		149,772,348	1,680,407
Retained profit at beginning of period		<u>5,831,731</u>	<u>4,479,942</u>
Retained profit at end of period		<u>155,604,079</u>	<u>6,160,349</u>

LOTUS GREEN LIMITED**BALANCE SHEET AS AT 29 FEBRUARY 2000**

	Notes	<u>29 Feb 2000</u>	<u>28 Feb 1999</u>
		NLG	NLG
FINANCIAL FIXED ASSET	2	<u>16,005,414</u>	<u>101,637,599</u>
CURRENT ASSETS			
Debtors and prepaid income	3	3,333,387	2,281,021
Bank		<u>235,186,585</u>	<u>1,632,427</u>
		<u>238,519,972</u>	<u>3,913,448</u>
CREDITORS :- amounts falling due within one year			
Trade creditors and accruals		1,800	19,771
Amount due to group companies		2,523,369	2,974,789
Taxation		<u>22,331</u>	<u>22,331</u>
		<u>(2,547,500)</u>	<u>(3,016,891)</u>
NET CURRENT ASSETS		<u>235,972,472</u>	<u>896,557</u>
CREDITORS :- amounts falling due after more than one year			
Amount due to group companies		<u>(96,333,804)</u>	<u>(96,333,804)</u>
NET ASSETS		<u>155,644,082</u>	<u>6,200,352</u>
FINANCED BY			
SHAREHOLDERS' FUNDS			
Called-up share capital	4	40,003	40,003
Profit and loss account		<u>155,604,079</u>	<u>6,160,349</u>
		<u>155,644,082</u>	<u>6,200,352</u>

LOTUS GREEN LIMITED

NOTES TO THE MANAGEMENT ACCOUNTS - PERIOD ENDED 29 FEBRUARY 2000

	<u>29 Feb 2000</u> NLG	<u>28 Feb 1999</u> NLG
1 <u>TAXATION</u>		
Capital duty	0	23,161
Tax credits on dividends	<u>0</u>	<u>144,714</u>
	<u>0</u>	<u>167,875</u>
2 <u>FINANCIAL FIXED ASSETS</u>		
Period opening balance	101,637,599	100,148,950
Reinvestment of Fyffes dividend	0	1,488,649
Part disposal of Fyffes investment	<u>(85,632,185)</u>	<u>0</u>
Period closing balance	<u>16,005,414</u>	<u>101,637,599</u>
3 <u>DEBTORS: Amounts falling due within one year:-</u>		
Amount due from group company	733,986	65,780
Prepaid dividends	2,591,323	2,215,241
Other debtors / prepayments	<u>8,078</u>	<u>0</u>
	<u>3,333,387</u>	<u>2,281,021</u>
4 <u>CALLED-UP SHARE CAPITAL</u>		
Authorised - Ordinary shares of IR£1 each (Equivalent IR£100,000)	<u>260,130</u>	<u>260,130</u>
Issued - Ordinary shares of IR£1 each (Equivalent IR£14,172)	<u>40,003</u>	<u>40,003</u>
5 <u>RECONCILIATION OF MOVEMENT IN SHAREHOLDERS' FUNDS</u>		
Profit/(loss) in the financial period	149,772,348	1,680,407
Share capital issued	-	-
Opening shareholders' funds	<u>6,200,352</u>	<u>4,519,945</u>
Closing shareholders' funds	<u>155,644,082</u>	<u>6,200,352</u>
6 <u>REPORTING CURRENCY</u>		

The currency used in these financial statements is the Dutch Guilder which is denoted by the symbol "NLG".

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LOTUS GREEN LIMITED

Minutes of a Meeting of the Board of Managing Directors held at Amsterdam, The Netherlands on Wednesday 26 April 2000

PRESENT:

Mr. G Jansen Venneboer "B" Director
Mr. GALR Diepenhorst "B" Director
Mr. F O'Dwyer "A" Director

APOLOGIES:

Mr. H Roskam "B" Director

IN ATTENDANCE:

Ms. E van Sytzama

CHAIRMAN:

It was resolved that Mr. Jansen Venneboer be appointed as Chairman of the Meeting.

It was resolved that Mr. GALR Diepenhorst be appointed as Secretary of the Meeting.

The Chairman noted that the Meeting had been duly convened and that all the Members had been informed of the issues and that the agenda and the related documents had been forwarded to all Directors.

It was noted that since a quorum of the Directors was present, the Board could validly decide and resolve.

AGENDA:

The agenda for the Meeting, which is attached as exhibit 1 to these minutes was unanimously approved by the Board.

MATTERS ARISING:

It was noted that the Company would review the options in relation to the funds generated on the disposal of the ordinary shares in Fyffes plc at the next board meeting.

**MINUTES OF
PREVIOUS MEETING:**

The minutes of the meeting of the board of Directors held on 30 March 2000 was approved and signed by the Chairman and Secretary of that meeting.

**APPROVAL OF DRAFT
STATUTORY
ACCOUNTS FOR THE
YEAR ENDED 31
MARCH 2000:**

The Board reviewed the draft Statutory Accounts for the Company, which were prepared in Euro, for the year ended 31 March 2000, which had been circulated and which showed profit before tax of €68,108,460. After due consideration, it was resolved that the Draft Director's Report and Audited Financial Statements be approved and that they be signed by all the Directors of the Company.

It was also resolved that, subject to the signature by the auditors of their report, the said financial statements be lodged at the Companies Registration Office in Ireland and the Chamber of Commerce in Amsterdam.

FYFFES PLC:

The Company had received a dividend of €1,014,519 on the ordinary shares of €0.06 which was paid on 7 April 2000.

It was noted that PricewaterhouseCoopers had advised the Tax Authorities of the Company's disposal of its ordinary shares in Fyffes plc and had sought confirmation that the participation exemption would continue to apply to the Company's shareholding of 4,621,901 IR8.25p convertible cumulative preference shares of €1.2697381 each. It was noted that the Board would be undated on any developments.

ANY OTHER
BUSINESS:

Since there were no other matters to discuss, the Chairman closed the meeting of the Board.

Thus recorded and executed at Amsterdam on 30 June 2000.

CHAIRMAN

SECRETARY

AGROUPS\COMPANY SECRETARIAL\GRP\SEC\SUBS\LOTUS\MINUTES\000426.doc MO

DCC

Agenda

Of: Lotus Green Limited
For: Meeting of Directors
To be held on: 26 April 2000
At: Keizergracht 534
1017 EK Amsterdam

1. Minutes of meeting dated 30 March 2000 for approval and for signature.
2. Review of statutory accounts for the year ended 30 March 2000. Note that accounts are prepared in Euros.
3. Fyffes plc - dividend received on 7 April 2000 €1,014,519.18
4. Acquisitions and developments.
5. Any other business.

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Add to minutes
Re: or option in
relative to Fy/c
to be discussed at
meeting

DRAFT

LOTUS GREEN LIMITED
REPORT AND FINANCIAL STATEMENTS
FOR THE YEAR ENDED
31 MARCH 2000

LOTUS GREEN LIMITED

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Appendix - Detailed Profit and Loss Account (unaudited)	12

LOTUS GREEN LIMITED

DIRECTORS AND OTHER INFORMATION

<i>Directors:-</i>	G.A.L.R. Diepenhorst Gerard Jansen Venneboer Fergal O'Dwyer Henri Roskam
<i>Secretary:-</i>	ING Trust (Nederland) BV
<i>Solicitors:-</i>	Ekelmans Den Hollander, Frediksplein 42, 1017 XN Amsterdam.
<i>Auditors:-</i>	PricewaterhouseCoopers, Chartered Accountants and Registered Auditors, Wilton Place, Dublin 2.
<i>Registered Office:-</i>	Fitzwilton House, Wilton Place, Dublin 2.
<i>Head Office:-</i>	Keizersgracht 534, 1017 EK Amsterdam, The Netherlands.

LOTUS GREEN LIMITED

REPORT OF THE DIRECTORS

The Directors have pleasure in presenting their Report and the Audited Financial Statements for the year ended 31 March 2000.

Activity and Review of the Business

The Company is an investment holding company. During the year the Company disposed of its ordinary shares in Fyffes plc and realised a profit of €67,430,617.

Results and Dividend

The profit before taxation for the year amounted to €68,108,459, compared to €669,817 for the previous year. The increase is mainly due to the profit on disposal of the ordinary shares in Fyffes plc. The Directors do not propose the payment of a dividend.

Directors and Secretary

The Directors and Secretary at the date of the Report of the Directors are listed on page 2.

Directors' and Other Interests

The interests of the Directors and the Company Secretary in the share capital of DCC plc (the ultimate holding company) at 31 March 2000 and 31 March 1999 are set out below :-

	31 March 2000 No of €0.25 shares	31 March 1999 No of €0.25 shares
G.A.L.R. Diepenhorst	-	-
Gerard Jansen Venneboer	-	-
Fergal O'Dwyer	113,765	113,765
Henri Roskam	-	-
ING (Nederland) Trust (<i>Secretary</i>)	-	-

None of the Directors or the Secretary had any interests in the share capital of the Company or of any subsidiary of DCC plc at 31 March 2000 except for those noted above.

LOTUS GREEN LIMITED

REPORT OF THE DIRECTORS - continued

Ultimate Holding Company

The Company is a wholly-owned subsidiary of DCC International Holdings B.V. The ultimate holding company is DCC plc.

Directors' Responsibility for the Financial Statements

Company law requires the directors to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing those financial statements the directors are required to

- select suitable accounting policies and then apply them consistently;
- make judgements and estimates that are reasonable and prudent;
- state whether applicable accounting standards have been followed, subject to any material departures disclosed and explained in the financial statements;
- prepare the financial statements on the going concern basis unless it is inappropriate to presume that the company will continue in business.

The directors are responsible for keeping proper accounting records which disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with the Companies Acts. They are responsible for safeguarding the assets of the company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Auditors

The auditors, PricewaterhouseCoopers, will continue in office in accordance with the provisions of Section 160 of the Companies Act, 1963.

On behalf of the Board:

G.A.L.R. Diepenhorst, Director

Gerard Jansen Venneboer, Director

Fergal O'Dwyer, Director

Henri Roskam, Director

Registered Office:-
Fitzwilton House,
Wilton Place, Dublin 2.

Date: 26 April 2000

REPORT OF THE AUDITORS
TO THE MEMBERS OF
LOTUS GREEN LIMITED

We have audited the financial statements on pages 6 to 11.

Respective responsibilities of directors and auditors

The directors are responsible for preparing the Directors' Report and, as described on page 4, for preparing the financial statements in accordance with Accounting Standards generally accepted in Ireland. Our responsibilities, as independent auditors, are established in Ireland by statute, the Auditing Practices Board and our profession's ethical guidance.

We report to you our opinion as to whether the financial statements give a true and fair view and are properly prepared in accordance with Irish statute comprising the Companies Acts, 1963 to 1999. We state whether we have obtained all the information and explanations we consider necessary for the purposes of our audit and whether the financial statements are in agreement with the books of account. We also report to you our opinion as to:

- whether the company has kept proper books of account;
- whether the directors report is consistent with the financial statements;
- whether at the balance sheet date there existed a financial situation which may require the company to convene an extraordinary general meeting; such a financial situation may exist if the net assets of the company, as stated in the company balance sheet, are not more than half of its called-up share capital.

We also report to you if, in our opinion, information specified by law regarding directors remuneration and transactions is not disclosed.

Basis of opinion

We conducted our audit in accordance with Auditing Standards issued by the Auditing Practices Board. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the financial statements. It also includes an assessment of the significant estimates and judgements made by the directors in the preparation of the financial statements, and of, whether the accounting policies are appropriate to the company's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion we also evaluated the overall adequacy of the presentation of information in the financial statements.

Opinion

In our opinion, the financial statements give a true and fair view of the state of the company's affairs at 31 March 2000 and of its profit for the year then ended and have been properly prepared in accordance with the Companies Acts 1963 to 1999, applicable to medium-sized companies.

We have obtained all the information and explanations we considered necessary for the purposes of our audit. In our opinion, proper books of account have been kept by the company. The financial statements are in agreement with the books of account.

In our opinion, the information given in the directors' report on pages 3 and 4 is consistent with the financial statements.

LOTUS GREEN LIMITED**REPORT OF THE AUDITORS - continued**

The net assets of the company as stated in the balance sheet on page 8 are more than half the amount of its called up share capital and, in our opinion, on that basis there did not exist at 31 March 2000 a financial situation which, under section 40(1) of the Companies (Amendment) Act 1983, would require the convening of an extraordinary general meeting of the company.

Chartered Accountants
and Registered Auditors

Dublin

Date: 26 April 2000

LOTUS GREEN LIMITED
PROFIT AND LOSS ACCOUNT
FOR THE YEAR ENDED 31 MARCH 2000

	Notes	Year ended <u>31-Mar-00</u> €	Year ended <u>31-Mar-99</u> €
Operating profit before interest and taxation		1,809,225	2,116,009
Interest (payable)/receivable	2	<u>(1,131,383)</u>	<u>(1,446,192)</u>
Profit on ordinary activities before taxation	3	677,842	669,817
Profit on disposal of investment		67,430,618	-
Taxation charge	4	<u>(159,459)</u>	<u>(56,402)</u>
Profit retained for year		67,949,002	613,415
Profit retained at 1 April		<u>2,646,324</u>	<u>2,032,909</u>
Profit retained at 31 March		<u><u>70,595,326</u></u>	<u><u>2,646,324</u></u>

In arriving at the result for the period, all amounts dealt with above relate to continuing operations.

The Company has no recognised gains and losses other than those included in the profit and loss account above, and therefore no separate statement of total recognised gains and losses has been presented.

There is no difference between the profit on ordinary activities before tax and the profit retained for the period stated above, and their historical cost equivalents.

G.A.L.R. Diepenhorst, Director Gerard Jansen Venneboer, Director

Fergal O'Dwyer, Director Henri Roskam, Director

The notes on pages 9 to 11 form part of these financial statements.

Auditors' Report - pages 5 - 6

LOTUS GREEN LIMITED
BALANCE SHEET - 31 MARCH 2000

	Notes	<u>2000</u> €	<u>1999</u> €
FIXED ASSETS			
Financial Assets	5	<u>7,262,940</u>	<u>46,121,132</u>
CURRENT ASSETS			
Debtors	6	1,219,062	1,066,415
Bank		<u>106,820,613</u>	<u>10,776</u>
		108,039,675	1,077,191
CREDITORS - amounts falling due within one year	7	<u>(974,763)</u>	<u>(1,548,540)</u>
NET CURRENT (LIABILITIES)/ASSETS		107,064,912	(471,349)
CREDITORS - amounts falling due after more than one year			
Amounts due to group companies		<u>(43,714,374)</u>	<u>(42,985,306)</u>
		<u>70,613,478</u>	<u>2,664,477</u>
CAPITAL AND RESERVES			
Called-up share capital	8	18,153	18,153
Profit and loss account		<u>70,595,325</u>	<u>2,646,324</u>
TOTAL SHAREHOLDERS' FUNDS - EQUITY INTEREST	9	<u>70,613,478</u>	<u>2,664,477</u>

G.A.L.R. Diepenhorst, Director Gerard Jansen Venneboer, Director

Fergal O'Dwyer, Director Henri Roskam, Director

The notes on pages 9 to 11 form part of these financial statements.

Auditors' Report - pages 5 -6

LOTUS GREEN LIMITED

NOTES TO THE FINANCIAL STATEMENTS - YEAR ENDED 31 MARCH 2000

1. ACCOUNTING POLICIES

(a) Accounting Convention

The financial statements have been prepared under the historical cost convention.

(b) Financial Fixed Assets

Financial fixed assets are stated at cost less provision for any permanent diminution in value.

(c) Exemption from preparing Group Accounts

Group financial statements have not been prepared as the Company is a wholly owned subsidiary of a company incorporated in Ireland which prepares group financial statements.

(d) Cash Flow Statement

The Directors have availed of the exemptions in FRS 1 "Cash Flow Statements" which permit qualifying subsidiaries of a parent undertaking, which itself produces a cash flow statement which includes the subsidiary, not to produce a cash flow statement.

2. INTEREST (PAYABLE)/RECEIVABLE

	<u>2000</u>	<u>1999</u>
	€	€
Interest on amounts due to parent company	(1,593,097)	(1,465,151)
Interest receivable	<u>461,714</u>	<u>18,960</u>
	<u>(1,131,383)</u>	<u>(1,446,191)</u>

3. PROFIT ON ORDINARY ACTIVITIES BEFORE TAXATION

	<u>2000</u>	<u>1999</u>
	€	€
Profit before taxation is stated after crediting/(charging)		
Dividends receivable (listed)	1,824,416	1,655,774
Directors' fees	(9,076)	(9,076)
Auditors' remuneration	<u>-</u>	<u>-</u>

4. TAXATION

	<u>2000</u>	<u>1999</u>
	€	€
Corporation tax	159,459	-
Capital duty	-	10,510
Tax credits on dividends	<u>-</u>	<u>-</u>
	<u>159,459</u>	<u>10,510</u>

LOTUS GREEN LIMITEDNOTES TO THE FINANCIAL STATEMENTS - YEAR ENDED 31 MARCH 2000 -- continued

5.	<u>FINANCIAL FIXED ASSETS</u>		<u>At Cost</u> €
	At 1 April 1999		46,121,132
	Disposal		<u>(38,858,192)</u>
	At 31 March 2000		<u>7,262,940</u>
	During the year the Company disposed of its ordinary shares in Fyffes plc.		
6.	<u>DEBTORS</u>	<u>2000</u> €	<u>1999</u> €
	Amounts falling due within one year:-		
	Debtors, prepayments and accrued income	<u>1,219,062</u>	<u>1,066,415</u>
7.	<u>CREDITORS - amounts falling due within one year</u>	<u>2000</u> €	<u>1999</u> €
	Accruals	78,267	11,406
	Amount owed to group company	70,407	67,584
	Amount owed to parent company	666,630	1,459,222
	Taxation	<u>159,459</u>	<u>10,328</u>
		<u>974,763</u>	<u>1,548,540</u>
8.	<u>CALLED-UP SHARE CAPITAL</u>	<u>2000</u> €	<u>1999</u> €
	Authorised - Ordinary shares of IR£1 each	<u>118,042</u>	<u>118,042</u>
	Issued and fully paid - Ordinary shares of IR£1 each	<u>18,153</u>	<u>18,153</u>
9.	<u>RECONCILIATION OF MOVEMENT IN EQUITY SHAREHOLDERS' FUNDS</u>	<u>2000</u> €	<u>1999</u> €
	Profit for the financial year	67,949,001	613,415
	Share capital issued	-	-
	Opening shareholders' funds	<u>2,664,477</u>	<u>2,051,062</u>
	Closing shareholders' funds	<u>70,613,478</u>	<u>2,664,477</u>

LOTUS GREEN LIMITEDNOTES TO THE FINANCIAL STATEMENTS - YEAR ENDED 31 MARCH 2000 - continued10. ULTIMATE PARENT COMPANY

The Company is a subsidiary of DCC International Holdings BV, a company incorporated in the Netherlands.

The Company regards DCC plc, a company incorporated in the Republic of Ireland, as the ultimate parent company. The largest and smallest group in which the results of the company are consolidated is that headed by DCC plc. Copies of the group financial statements of DCC plc are available from its registered office : DCC House, Stillorgan, Blackrock, Co. Dublin.

11. REPORTING CURRENCY

The currency used in these financial statements is the Euro which is denoted by the symbol "€". The comparative amounts have been retranslated from NLG to € at a fixed conversion rate of €1 = 2.20371.

12. RELATED PARTY TRANSACTIONS

The Company has availed of the exemption in FRS 8 "Related Party Disclosures" in respect of subsidiary undertakings 90% or more of whose voting rights are controlled within a group. Consequently, these financial statements do not contain disclosure of transactions with such entities in the DCC plc group.

13. CONTINGENT LIABILITIES

The company, its parent undertaking and certain other group companies have given guarantees in respect of borrowings by the parent undertaking itself and other group companies. The company's liability under these guarantees is limited to its net assets.

14. APPROVAL OF THE FINANCIAL STATEMENTS

The financial statements were approved by the Board of Directors on 26 April 2000.

LOTUS GREEN LIMITEDAPPENDIXDETAILED PROFIT AND LOSS ACCOUNT - UNAUDITEDFOR THE YEAR ENDED 31 MARCH 2000

	<u>2000</u>	<u>1999</u>
	€	€
<u>Income</u>		
Income from financial fixed assets (Listed)	<u>1,824,415</u>	<u>1,655,774</u>
<u>Administration expenses</u>		
Professional fees	6,026	12,429
Directors' fees	9,076	9,076
Fx (gains)/losses	-	(485,258)
Sundry expenses	<u>89</u>	<u>3,520</u>
	<u>15,191</u>	<u>(460,233)</u>
Operating profit before interest and taxation	1,809,224	2,116,007
Interest (payable)/receivable	<u>(1,131,383)</u>	<u>(1,446,192)</u>
Profit on ordinary activities before taxation	<u>677,842</u>	<u>669,815</u>