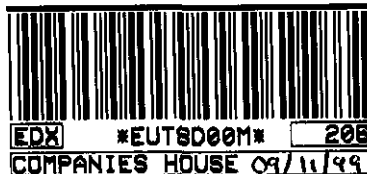


**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY SHARES**  
**RESOLUTIONS OF SECURICOR PLC**

At an Extraordinary General Meeting of the above-named Company duly convened and held at Exchange House, Primrose Street, London EC2A 2HS on 18<sup>th</sup> October 1999 at 10:15 a.m. the resolutions set out below were duly passed. The first resolution was passed as a Special Resolution and the second, third and fourth resolutions were passed as Ordinary Resolutions.

**SPECIAL RESOLUTION**

1. THAT
  - 1.1 the Scheme of Arrangement dated 22<sup>nd</sup> September, 1999 between the Company, the holders of the Scheme Shares, New Securicor and Cellular Holdings (each as therein defined), a print of which has been provided to this meeting and which for the purpose of identification has been signed by the Chairman of the meeting, in its original form or with any modification thereof, addition or condition thereto approved or imposed by the Court (the "Scheme") be and is hereby approved;
  - 1.2 for the purpose of giving effect to the Scheme, the capital of the Company be reduced by cancelling and extinguishing all the Scheme Shares (as defined in the Scheme);
  - 1.3 forthwith upon the reduction of capital referred to in paragraph 1.2 of this Resolution taking effect, the authorised share capital of the Company be increased to its former amount by the creation of such number of new ordinary shares of 5p each in the capital of the Company as shall equal the number of Scheme Shares cancelled pursuant to paragraph 1.2 of this Resolution;
  - 1.4 for the purpose of giving effect to the Scheme, the Directors of the Company be and are hereby unconditionally authorised for the purpose of section 80 of the Companies Act 1985 at any time up to 30<sup>th</sup> April, 2000 to exercise the powers of the Company to allot new ordinary shares of 5p each in the capital of the Company to New Cellular Holdings plc or its nominees, provided that the maximum nominal amount of new ordinary shares of 5p each that may be so allotted shall be £31,000,000;
  - 1.5 the credit arising in the Company's books of account as a result of the cancellation of the Scheme Shares referred to in paragraph 1.2 of this Resolution shall be capitalised and applied in paying up in full at par such number of new ordinary shares of 5p each in the capital of the Company as shall have been created pursuant to paragraph 1.3 of this Resolution, credited as fully paid, to New Cellular Holdings plc or its nominees; and
  - 1.6 conditional upon the Scheme becoming effective, the name of the Company be changed to Securicor (1996) plc.



### ORDINARY RESOLUTION

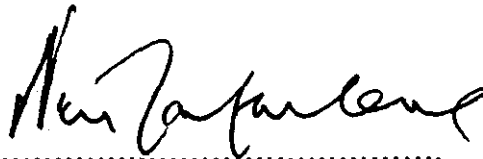
2. THAT the Rules of the New Securicor 1999 Sharesave Scheme ("Sharesave Scheme") and the Trust Deed of the New Securicor 1999 Qualifying Employee Share Ownership Trust ("QUEST") be and are hereby approved and the directors of New Securicor plc be and are hereby authorised to do all things as they may consider necessary or expedient to establish the Sharesave Scheme and the QUEST.

### ORDINARY RESOLUTION

3. THAT the Rules of the New Securicor 1999 Executive Share Option Scheme ("Executive Scheme") be and are hereby approved and the directors of New Securicor plc be and are hereby authorised to do all things as they may consider necessary or expedient to establish the Executive Scheme.

### ORDINARY RESOLUTION

4. THAT the directors of New Securicor plc be authorised to establish further schemes as they consider necessary or expedient for the benefit of overseas employees using shares or cash based on the Sharesave Scheme or the Executive Scheme, but modified as necessary or desirable to take account of overseas tax, exchange control or securities laws.



CHAIRMAN

## Part 7 — Scheme of Arrangement

IN THE HIGH COURT OF JUSTICE

No. 5718 of 1999

CHANCERY DIVISION

COMPANIES COURT

In the Matter of Securicor plc

-and-

In the Matter of the Companies Act 1985

Scheme of Arrangement

-under-

Section 425 of the Companies Act 1985

BETWEEN:

(1) Securicor

(2) the holders of the Scheme Shares

(3) New Securicor

-and-

(4) Cellular Holdings (each as hereinafter defined)

### PRELIMINARY:

A. In this Scheme, unless inconsistent with the subject or context, the following expressions shall bear the following meanings:

"BT"	means British Telecommunications plc, a public company incorporated in England with company number 1800000;
"BT Cellnet Stake"	means the 4,000,000 ordinary shares of £1 each in the capital of Cellnet Group Limited beneficially owned by Security Services;
"BT Loan Note Alternative"	means the entitlement of eligible Shareholders to receive some or all of the consideration payable to them in respect of the disposal of their Cellular Holdings "B" Shares in the form of BT Loan Notes, as referred to in Clause 7(b) of this Scheme;
"BT Loan Notes"	means the floating rate unsecured loan notes 2009 of BT to be allotted and issued pursuant to the BT Loan Note Alternative, the principal terms of which are set out in the Scheme Circular;
"Business Day"	means a day (excluding Saturdays) on which banks are open for business in the City of London;
"Cellular Holdings"	means New Cellular Holdings plc, a public company incorporated in England with company number 3801456;
"Cellular Holdings "A" Shares"	means "A" ordinary shares of 5p each in the capital of Cellular Holdings;

"Cellular Holdings "B" Shares"	means "B" ordinary shares of 5p each in the capital of Cellular Holdings;
"Cellular Holdings Capital Reduction"	means the cancellation of all of the Cellular Holdings "A" Shares to be issued pursuant to this Scheme, to be effected by way of a reduction of share capital and share premium account of Cellular Holdings under the Companies Act;
"Companies Act"	means the Companies Act 1985, as amended;
"Court"	means Her Majesty's High Court of Justice of England and Wales;
"Court Meeting"	means the meeting of Shareholders convened by order of the Court pursuant to section 425 of the Companies Act to consider, and if thought fit, approve this Scheme, including any adjournment thereof;
"CREST"	means the system for paperless settlement of trades and the holding of uncertificated shares operated by CRESTCo Limited;
"Development Finance"	means the sum of £130 million to be retained by Securicor to cover the costs of implementing this Scheme and proposals ancillary thereto and to finance the development of the Managed Businesses;
"Effective Date"	means the day on which this Scheme becomes effective in accordance with Clause 11 of this Scheme;
"holder"	includes a person entitled by transmission;
"Managed Businesses"	means the assets and liabilities of each of Securicor, Security Services, Securicor Omega Holdings, and their subsidiary undertakings other than New STIL, Cellular Holdings and the BT Cellnet Stake;
"Master Agreement"	means the agreement so named between BT, Securicor and New Securicor dated 26th July, 1999, as amended by a deed between, inter alia, the same parties dated 22nd September, 1999;
"New Securicor"	means New Securicor plc, a public company incorporated in England with company number 3811216;
"New Securicor Shares"	means ordinary shares of 5p each in the capital of New Securicor;
"New STIL"	means New Securicor Technology Investments Limited, a private company incorporated in England with company number 3811224;
"Option Schemes"	means together the 1996 and 1998 Securicor Executive Share Option Schemes and the 1996 Securicor Sharesave Scheme;
"Registrar of Companies"	means the registrar of companies of England and Wales;
"Relevant Holder"	means a Shareholder who appears in the register of members of Securicor at the Scheme Record Time;
"Scheme Circular"	means the circular to Shareholders in connection with recommended proposals for (i) the disposal of the BT Cellnet Stake, (ii) Securicor to become a subsidiary of New Securicor and (iii) the introduction to the Official List of the London Stock Exchange of New Securicor;
"Scheme Record Time"	means 4.30 p.m. on the Effective Date;
"Scheme Shares"	means the Securicor Shares in issue at the date of this Scheme together with: (i) such additional Securicor Shares (if any) as may be in issue at 6.00 p.m. on the day prior to the day immediately before the date of the Court Meeting; and (ii) such further Securicor Shares (if any) as may be issued before the making by the Court of an order to sanction this

Scheme and to confirm the reduction of capital provided for in Clause 1 of this Scheme, and in respect of which the original or any subsequent holder shall be bound by this Scheme or has agreed in writing to be so bound before 6.00 p.m. on the day immediately before the making by the Court of such an order;

"Securicor"	means Securicor plc, a public company incorporated in England with company number 3120711;
"Securicor New Ordinary Shares"	means ordinary shares of 5p each in the capital of Securicor created pursuant to paragraph 1.3 of the Special Resolution;
"Securicor Omega Holdings"	means Securicor Omega Holdings Limited, a private company incorporated in England with company number 192571;
"Securicor's Registrar"	means IRG plc, Bourne House, 34 Beckenham Road, Beckenham, Kent BR3 4TU;
"Securicor Shares"	means ordinary shares of 5p each in the capital of Securicor;
"Security Services"	means Security Services plc, a public company incorporated in England with company number 57379;
"Shareholder"	means a holder of Securicor Shares;
"Special Resolution"	means the special resolution to be considered at an extraordinary general meeting of Securicor convened for Monday 18th October, 1999; and
"this Scheme"	means this Scheme in its present form or with any modification thereof or addition or condition thereto, in each case approved or imposed by the Court.

- B. At 20th September, 1999, being the latest practicable date prior to the date of this Scheme, the authorised share capital of Securicor was £40,000,000, divided into 800,000,000 ordinary shares of 5p each, of which 602,680,312 Securicor Shares had been issued and were credited as fully paid and the remainder were unissued. As at the date of this Scheme, there were options over 14,603,478 unissued Securicor Shares pursuant to the Option Schemes which, if exercised, would require that number of additional Securicor Shares to be issued.
- C. At the date of this Scheme the authorised share capital of New Securicor is £40,000,000 divided into 800,000,000 ordinary shares of 5p each, of which 40 New Securicor Shares have been issued nil paid and the remainder are unissued.
- D. At the date of this Scheme the authorised share capital of Cellular Holdings is £100,000 divided into 100,000 ordinary shares of £1 each, of which two Cellular Holdings ordinary shares have been issued and the remainder are unissued. Prior to the Effective Date, the share capital of Cellular Holdings shall be increased to £80,000,000 divided into 800,000,000 Cellular Holdings "A" Shares and 800,000,000 Cellular Holdings "B" Shares (the two issued ordinary shares of £1 each being sub-divided and reclassified into 20 Cellular Holdings "A" Shares and 20 Cellular Holdings "B" Shares).
- E. Each of New Securicor, Cellular Holdings and BT (subject, in the case of BT, to the terms of the Master Agreement) has agreed to appear by Counsel on the hearing of the Petition to sanction this Scheme and to consent thereto and to undertake to the Court to be bound thereby and to execute all such documents and do all such acts and things as may be necessary or desirable to be executed or done by them for the purpose of giving effect to this Scheme.

## THE SCHEME

### Cancellation of Scheme Shares

1. The capital of Securicor shall be reduced by the cancellation of all the Scheme Shares.
2. Forthwith upon the said reduction of capital taking effect:
  - (a) the authorised share capital of Securicor shall be increased to its former amount by the creation of such number of Securicor New Ordinary Shares as shall equal the number of Scheme Shares cancelled; and
  - (b) the credit arising in the books of account of Securicor as a result of the cancellation of the Scheme Shares shall be capitalised and applied in paying up in full at par the Securicor New Ordinary Shares created pursuant to paragraph (a) of this Clause 2, which shall be allotted and issued, credited as fully paid, to Cellular Holdings or its nominees.

### Issue of Cellular Holdings Shares

3.
  - (a) Subject to the provisions of Clause 3(c) of this Scheme, in consideration of the cancellation of the Scheme Shares and the issue to Cellular Holdings of the Securicor New Ordinary Shares, Cellular Holdings shall allot and issue one Cellular Holdings "A" Share, credited as fully paid, to New Securicor, and one Cellular Holdings "B" Share, credited as fully paid, to the Relevant Holder in each case in respect of each Scheme Share held by the Relevant Holder at the Scheme Record Time.
  - (b) Following the allotment and issue of Cellular Holdings "A" Shares and Cellular Holdings "B" Shares pursuant to paragraph (a) of this Clause 3, New Securicor shall hold all the Cellular Holdings "A" Shares in issue and the Relevant Holders shall hold all the Cellular Holdings "B" Shares issued under this Scheme. The Cellular Holdings "A" Shares and the Cellular Holdings "B" Shares shall have the following rights and be subject to the following restrictions:

### Voting

At extraordinary general meetings of the shareholders of Cellular Holdings, the holders of Cellular Holdings "A" Shares shall, on a poll, have two votes per share and the holders of Cellular Holdings "B" Shares shall, on a poll, have one vote per share.

### Dividends

Of the profits in respect of any financial period of Cellular Holdings, the holders of the Cellular Holdings "A" Shares shall be entitled to receive, if so resolved to be distributed to such holders, such proportion thereof as represents the proportion which the aggregate of the amount distributed to Cellular Holdings relating to such period in respect of the Managed Businesses bears to the whole amount of the profits of Cellular Holdings in respect of such financial period and the holders of the Cellular Holdings "B" Shares shall be entitled to receive, if so resolved to be distributed to such holders, the remainder.

### Winding-up

In the event of the winding-up or other return of assets of Cellular Holdings, the holders of the Cellular Holdings "A" Shares shall be entitled to receive the shares in the companies which own the Managed Businesses and the holders of the Cellular Holdings "B" Shares shall be entitled to receive the remainder of the assets of Cellular Holdings.

### Transfer

The Cellular Holdings "B" Shares shall be subject to provisions for the transfer thereof in the circumstances described in Clause 6 of this Scheme and no holder of Cellular Holdings "B" Shares may transfer or otherwise dispose of any Cellular Holdings "B" Shares except upon the exercise of either of the rights set out in Clause 6(a) of this Scheme until 15 Business Days after the period for exercise of either of such rights has expired without such rights being exercised or, if any of the conditions to the exercise of such rights is not fulfilled by 31st January, 2000, such later date.

Notwithstanding the rights described above, each Cellular Holdings "A" Share shall neither as respects dividends nor as respects capital carry the right to participate in any distribution beyond £50 per share.

- (c) The provisions of this Clause 3 shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, if, in respect of any holder of Scheme Shares with a registered address outside the United Kingdom or who is a citizen, resident or national of a jurisdiction outside the United Kingdom (an "overseas person") or in respect of any holder of Scheme Shares in which any overseas person has any beneficial interest, Cellular Holdings is advised that the allotment and issue of Cellular Holdings "B" Shares pursuant to this Clause 3 ("Relevant Shares") would or may infringe the laws of any jurisdiction outside the United Kingdom or would or may require Cellular Holdings to observe any governmental or other consent or any registration, filing or other formality, or if Cellular Holdings is required by BT so to determine, Cellular Holdings shall be entitled, prior to the allotment and issue of the Cellular Holdings "B" Shares pursuant to this Clause 3, to determine that:
- (i) any such Relevant Shares shall not be allotted or issued to such holder under Clause 3(a) of this Scheme but shall instead be allotted and issued to a nominee appointed by Cellular Holdings on terms that such nominee shall be subject to the provisions of Clause 6(a) of this Scheme as if he were a holder of Scheme Shares; and
  - (ii) if for any reason the Relevant Shares (including Relevant Shares allotted and issued to a nominee as provided in sub-paragraph (i) of this Clause) are not acquired by BT upon exercise of the rights set out in sub-paragraphs (a)(i) or (ii) of Clause 6 of this Scheme, such Relevant Shares (including Relevant Shares allotted and issued to a nominee as provided in this Clause) should be sold in any event.

Cellular Holdings shall appoint a person to act pursuant to this Clause 3(c) and such person shall be authorised on behalf of such shareholders (and such nominee) to procure that the Relevant Shares in respect of which Cellular Holdings has made such a determination shall, if for any reason such shares are not acquired by BT upon exercise of the rights set out in sub-paragraphs (a)(i) or (ii) of Clause 6 of this Scheme, as soon as practicable following the lapse of the rights set out in sub-paragraphs (a)(i) or (ii) of Clause 6 of this Scheme, be sold at the best price which can reasonably be obtained at the time of sale and the proceeds of such sale (net of the expenses of sale including commissions and value added tax) shall be paid to such shareholders by sending cheques to such shareholders through the post in pre-paid envelopes addressed to the persons entitled thereto at their respective registered addresses appearing in the register of members of Securicor at the Scheme Record Time (or, in the case of joint holders, the address of that one of the joint holders whose name stands first in the register in respect of such joint holding), or in accordance with any specific instructions regarding communications, and neither Cellular Holdings nor the person appointed by Cellular Holdings as described above shall be responsible for any loss in transmission. To give effect to any such sale, the person so appointed shall be authorised on behalf of such shareholders (and such nominee) to execute and deliver a form of transfer and to give such instructions and to do all other things which he may consider necessary or expedient in connection with such sale.

- (d) In the absence of bad faith or wilful default, neither Cellular Holdings nor the person appointed by Cellular Holdings pursuant to Clause 3(c) of this Scheme shall be responsible for any loss or damage to any person arising from any transaction pursuant to this Clause 3 or for any alleged insufficiencies of any sale price or the timing of such sale.

#### **Issue of New Securicor Shares**

4. (a) Forthwith upon the issue of the Cellular Holdings "A" Shares pursuant to Clause 3(a) of this Scheme, and in consideration thereof and of the cancellation of the Scheme Shares, New Securicor shall allot and issue to Relevant Holders one New Securicor Share, credited as fully paid, for every Scheme Share held by each such person at the Scheme Record Time.
- (b) The New Securicor Shares to be allotted pursuant to the provisions of this Scheme shall rank *pari passu* in all respects with such New Securicor Shares as are in issue on the Effective Date and shall rank for all dividends or distributions made, paid or declared thereon after the Effective Date.

#### Conditions to exercise of acquisition rights

5. The obligations of BT to acquire the Cellular Holdings "B" Shares upon exercise of either of the rights set out in sub-paragraphs 6(a)(i) or (ii) of this Scheme shall be conditional upon the following (the "Acquisition Conditions"):
- (a) Cellular Holdings having full legal and beneficial ownership of New STIL and Cellular Holdings and/or New STIL having full legal and beneficial ownership of the BT Cellnet Stake, in each case free from all pledges, liens, charges, equities and encumbrances and together with all rights attaching thereto;
  - (b) the Cellular Holdings Capital Reduction having become effective and the Cellular Holdings "B" Shares comprising the whole of the allotted and issued share capital of Cellular Holdings; and
  - (c) neither Cellular Holdings nor New STIL having any assets or liabilities other than Cellular Holdings' shareholding in New STIL and the BT Cellnet Stake and cash representing the subscription monies in respect of any issue of shares by either of such companies or liabilities representing the Development Finance,

in each case prior to any transfer of the Cellular Holdings "B" Shares to BT upon exercise of either of such rights provided that any of the Acquisition Conditions may be waived, in whole or in part, by BT.

#### Rights to acquire Cellular Holdings "B" Shares

6. (a) Subject to the satisfaction or waiver of the Acquisition Conditions:
- (i) Cellular Holdings shall have the right (at the direction of BT) to require that all the holders of the Cellular Holdings "B" Shares transfer their Cellular Holdings "B" Shares to BT provided that if such right is not exercised on or before the fifteenth Business Day after the Effective Date (or such later date as Cellular Holdings and BT may agree) it shall lapse; and
  - (ii) any holder of Cellular Holdings "B" Shares shall have the right by written notice to Cellular Holdings to such effect given not earlier than the fifth Business Day after the Effective Date to require Cellular Holdings to procure that all the Cellular Holdings "B" Shares are transferred to BT provided that if such right is not exercised on or before the fifteenth Business Day after the Effective Date (or such later date as Cellular Holdings and BT may agree) it shall lapse,

in each case for the consideration specified in Clause 7 of this Scheme and in each case the Cellular Holdings "B" Shares shall be acquired by BT together with all the rights attached to them and free from all pledges, liens, charges and encumbrances and the transfer of the Cellular Holdings "B" Shares shall be completed as soon as practicable following the exercise of either of the rights referred to in sub-paragraphs (a)(i) or (ii) of this Clause.

- (b) No notice shall be required to be given by Cellular Holdings to the holders of the Cellular Holdings "B" Shares of the exercise of either of the rights set out in sub-paragraphs (a)(i) or (ii) of this Clause but a notice to this effect will be delivered by Securicor to the Company Announcements Office of the London Stock Exchange.
- (c) Upon the exercise of either of the rights set out in sub-paragraphs (a)(i) or (ii) of this Clause, any Director of Cellular Holdings shall be authorised to execute as agent for each and every holder of Cellular Holdings "B" Shares a transfer of the Cellular Holdings "B" Shares in favour of BT to give effect to any acquisition pursuant to either of such sub-paragraphs and to execute all such documents and do all such other things as may be necessary to give effect to any such transfer.

#### Consideration for the acquisition of Cellular Holdings "B" Shares

7. (a) In consideration of any acquisition of Cellular Holdings "B" Shares by BT pursuant to Clause 6 of this Scheme, and against compliance by Securicor, New Securicor, Cellular Holdings and New STIL with the obligations expressed to be undertaken by such persons under Clause 4.2 of the Master Agreement, as specified in the Master Agreement, Cellular Holdings shall require BT to pay to the holders of the Cellular Holdings "B" Shares the sum of £3.02 billion in aggregate on the basis that, subject as provided below, each such holder of Cellular Holdings "B" Shares shall



receive that proportion of such sum which is equal to the proportion in nominal value of the Cellular Holdings "B" Shares held by such holder of Cellular Holdings "B" Shares.

- (b) Subject as provided in paragraph (e) below, if the holder of any Cellular Holdings "B" Shares shall so elect, in respect of the whole or any part of the cash consideration due to such holder as provided in paragraph (a) above, Cellular Holdings shall require BT, in lieu of payment of such proportion of the cash consideration as is due to such holder, to issue and allot to such holder BT Loan Notes on the basis of £1 nominal of BT Loan Notes for every £1 of cash consideration in respect of which such election is made (the "BT Loan Note Alternative").
- (c) The BT Loan Notes will be issued credited as fully paid and in amounts and integral multiples of £1 nominal. Elections for fractions of BT Loan Notes will be disregarded (to the extent of the fraction).
- (d) Any and all elections for the BT Loan Note Alternative shall be exercised by completion of a form of election in the form circulated with the Scheme Circular which shall be signed by the holder or his duly authorised agent (or in the case of a body corporate executed as a deed or signed on its behalf by a duly authorised agent) and in the case of joint holders in like manner (or on their behalf by their duly authorised agents), and to be effective the form of election must be delivered to Securicor's Registrar not later than Friday 22nd October, 1999 (or such later time, if any, until which the right to make an election may, with the consent of BT, be extended). The instructions, terms, authorities and provisions contained in or deemed to be incorporated in the form of election constitute part of the terms of this Scheme. Forms of election so completed and delivered shall not be revocable. In the event that an election is made on the face of a form of election either incorrectly or in breach of the terms of this Scheme, such election shall be invalid and of no effect.
- (e) The provisions of this Clause shall be subject to any prohibition or condition imposed by law. Without prejudice to the generality of the foregoing, elections for the BT Loan Note Alternative by holders of Cellular Holdings "B" Shares with registered addresses outside the United Kingdom or who are citizens, residents or nationals of jurisdictions outside the United Kingdom or who hold such shares on behalf of citizens, residents or nationals of jurisdictions outside the United Kingdom ("overseas shareholders") may only be carried out in full compliance with all applicable laws, rules and regulations of such jurisdictions. If, in respect of any person who is, or who BT believes to be an overseas shareholder, BT has been advised that the allotment and issue of BT Loan Notes pursuant to this Clause 7 would or may infringe the laws of any jurisdiction outside the United Kingdom or would or may require BT to observe any governmental or other consent or any registration, filing or other formality, then, if BT so determines, any election by such person under the BT Loan Note Alternative shall be treated as invalid and of no effect.
- (f) Subject as provided above, the consideration due to holders of Cellular Holdings "B" Shares in consideration of any acquisition of Cellular Holdings "B" Shares pursuant to Clause 6 of this Scheme shall be delivered as soon as reasonably practicable and in any event within 14 days of the transfer of the Cellular Holdings "B" Shares to BT pursuant to such Clause by sending the same through the post in pre-paid envelopes addressed to the persons entitled thereto at their respective registered addresses appearing in the register of members of Securicor at the Scheme Record Time (or, in the case of joint holders, the address of that one of the joint holders whose name stands first in the register in respect of such joint holding), or in accordance with any special instructions regarding communications and BT shall not be responsible for any loss in transmission.

#### **Certificates in respect of New Securicor Shares and Cellular Holdings "B" Shares**

- 8. (a) In respect of Relevant Holders who hold their Scheme Shares in certificated form, New Securicor shall, not later than 21 days after the Effective Date, deliver in accordance with this Scheme certificates in respect of New Securicor Shares by sending the same through the post in pre-paid envelopes addressed to the persons entitled thereto at their respective registered addresses appearing in the register of members of Securicor at the Scheme Record Time (or, in the case of joint holders, to the address of that one of the joint holders whose name stands first in the register in respect of such joint holding), or in accordance with any special instructions regarding communications and New Securicor shall not be responsible for any loss in transmission.

- (b) Not later than 21 days after the Effective Date, Relevant Holders who hold their Scheme Shares in uncertificated form will have the appropriate entries made in the appropriate CREST member account.
- (c) No certificates in respect of Cellular Holdings "B" Shares will be issued to Relevant Holders if either of the rights set out in Clause 6 of this Scheme is exercised.

**Cash dividend payment mandates**

- 9. Each mandate in force at the Scheme Record Time relating to the payment of cash dividends in respect of Scheme Shares shall, unless and until amended or revoked, be deemed as from the Effective Date to be a valid and effective mandate to New Securicor in relation to dividends in respect of the corresponding New Securicor Shares to be issued pursuant to this Scheme.

**Certificates representing Scheme Shares**

- 10. On and from the Effective Date all certificates representing holdings of Scheme Shares shall cease to have effect.

**Effective Date**

- 11. (a) This Scheme shall become effective as soon as an office copy of the Order of the Court confirming under section 137(1) of the Companies Act the reduction of capital provided for by Clause 1 of this Scheme and sanctioning this Scheme under section 425 of the Companies Act shall have been duly registered by the Registrar of Companies.
- (b) Unless this Scheme shall have become effective on or before 30th April, 2000 or such later date, if any, as the Court may allow, the same shall lapse.

**Modification**

- 12. Securicor, New Securicor, Cellular Holdings and BT may jointly consent on behalf of all persons concerned to any modification of or addition to this Scheme or to any condition which the Court may approve or impose.

Dated the 22nd day of September, 1999