

## SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

## Report of Foreign Issuer

Pursuant to Rule 13a-16 or 15d-16 of  
the Securities Exchange Act of 1934

For the month March 1998

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(second submission)

REUTERS GROUP PLC

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(Translation of registrant's name into English)

85 FLEET STREET, LONDON EC4P 4AJ, ENGLAND

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(Address of principal executive offices)[Indicate by check mark whether the registrant files or will file  
annual reports Form under cover Form 20-F or Form 40-F.]Form 20-F ☒ Form 40-F ☐[Indicate by check mark whether the registrant by furnishing the  
information contained in this Form is also thereby furnishing the information to  
the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of  
1934.]Yes ☐ No ☒THIS REPORT IS INCORPORATED BY REFERENCE IN THE PROSPECTUSES CONTAINED IN POST  
EFFECTIVE AMENDMENT NO. 1 TO REGISTRATION STATEMENT NO. 33-16927 ON FORM S-8,  
REGISTRATION STATEMENT NO. 33-69694 ON FORM F-3, REGISTRATION STATEMENT NO.  
33-90398 ON FORM S-8 AND REGISTRATION STATEMENT NO. 333-7374 ON FORM F-3 FILED  
BY THE REGISTRANT'S PREDECESSOR UNDER THE SECURITIES ACT OF 1933.

REUTERS GROUP PLC

SIR CHRISTOPHER HOGG  
CHAIRMAN

6 MARCH 1998

TO THE HOLDERS OF REUTERS GROUP PLC ORDINARY SHARES, THE FOUNDERS SHARE AND  
AMERICAN DEPOSITARY SHARES

Dear Shareholder

I am pleased to report that the capital reorganisation of Reuters Holdings PLC has been successfully completed. I am writing to you now as Chairman of the new parent company, Reuters Group PLC, to notify you that its first annual general meeting will be held on 21 April 1998 and will be immediately followed by an extraordinary general meeting. Enclosed with this letter are the following documents which relate to matters to be considered at these meetings:

- - the Reuters Holdings PLC 1997 Annual Report;
- - notice of the Reuters Group PLC 1998 annual general meeting; and
- - a circular and notice of an extraordinary general meeting of Reuters Group PLC.

## 1998 ANNUAL GENERAL MEETING

Usually a resolution is proposed at the annual general meeting to receive the directors' report and audited accounts. This year such a resolution is not appropriate for the Reuters Group PLC annual general meeting because the 1997 directors' report and audited accounts relate to Reuters Holdings PLC which is a different company from Reuters Group PLC. However, to ensure that former shareholders of Reuters Holdings PLC have an opportunity to ask questions about the 1997 directors' report and audited accounts, I will invite shareholders to

raise any questions about them at the Reuters Group PLC annual general meeting and a resolution noting those documents will be proposed.

ROBERTO MENDOZA

I am delighted to advise you that on 18 February 1998 Roberto Mendoza joined the Board of Reuters Group PLC as a non-executive director. Roberto is Vice Chairman and a director of J. P. Morgan & Co. Inc. As required by Reuters articles of association, Roberto will stand down at the annual general meeting on 21 April 1998 and offer himself for re-election, as will Dick Olver who was appointed as a non-executive director in December 1997.

PLAN 2000

The enclosed circular describes Plan 2000, a new employee share option plan for which we will seek your approval at the extraordinary general meeting to be held immediately following the annual general meeting on 21 April 1998.

Yours sincerely

CHRIS HOGG, Chairman

## NOTICE OF ANNUAL GENERAL MEETING

Notice is hereby given that the first annual general meeting of Reuters Group PLC ("the company") will be held at Stationers' Hall, Ave Maria Lane, London EC4M 7DD on Tuesday 21 April 1998 at 11.30am when the following business will be considered:

### A. ORDINARY BUSINESS ORDINARY RESOLUTIONS

To consider and, if thought fit, to pass the following resolutions 1-10 which will be proposed as ordinary resolutions:

1. To note the report of the directors and audited financial statements of Reuters Holdings PLC for the year ended 31 December 1997.
2. To declare a dividend.
3. To re-elect as a director Peter James Denton Job, who retires by rotation and, being eligible, offers himself for re-election.
4. To re-elect as a director David Granger Ure, who retires by rotation and, being eligible, offers himself for re-election.
5. To re-elect as a director Andre-Francois Helier Villeneuve, who retires by rotation and, being eligible, offers himself for re-election.
6. To re-elect as a director Sir David Alan Walker, who retires by rotation and, being eligible, offers himself for re-election.
7. To re-elect as a director Richard Lake Olver, who retires having been appointed by the Board since the last annual general meeting of Reuters Holdings PLC and, being eligible, offers himself for re-election.
8. To re-elect as a director Roberto Mendoza, who retires having been appointed by the Board since the last annual general meeting of Reuters Holdings PLC and, being eligible, offers himself for re-election.
9. To re-appoint Price Waterhouse as auditors of the company to hold office from the conclusion of this meeting until the conclusion of the next general meeting at which accounts are laid before the company, in accordance with Section 241 of the Companies Act 1985, and to authorise the directors to fix their remuneration.
10. That the authority to allot relevant securities conferred on the directors by Article 11 of the company's articles of association be and is hereby granted for the period ending on the date of the next annual general meeting or on 21 July 1999 (whichever is the earlier) and for such period the Section 80 amount shall be (pound)118,110,975.

## SPECIAL RESOLUTION

To consider and, if thought fit, to pass the following resolution which will be proposed as a special resolution:

11. That the power to allot equity securities conferred on the directors by Article 11 of the company's articles of association be and is hereby granted for the period ending on the date of the next annual general meeting or on 21 July 1999 (whichever is the earlier) and for such period the Section 89 amount shall be (pound)17,716,646.

## B. SPECIAL BUSINESS ORDINARY RESOLUTION

To consider as special business and, if thought fit, to pass the following resolution as an ordinary resolution:

12. That, pursuant to Article 86 of the articles of association of the company, the ordinary remuneration of the directors not holding executive office be and is hereby increased with effect from 1 January 1998 to (pound)33,000 per annum.

## SPECIAL RESOLUTIONS

To consider as special business and, if thought fit, to pass the following resolutions 13 and 14 as special resolutions:

13. That the company be authorised to make market purchases (as defined in Section 163 of the Companies Act 1985) of up to 141,733,169 ordinary shares of 25p each in the capital of the company at prices per share not less than 25p nor more than 5% above the average of the closing middle market prices of the ordinary shares taken from the London Stock Exchange Daily Official List for the five business days before the purchase is made, such authority to expire at the conclusion of the annual general meeting of the company in 1999 or, if earlier, on 21 October 1999 but so that the company may, pursuant to the authority granted by this resolution, enter into a contract to purchase such shares which would or might be executed wholly or partly after such expiry.

14. That the articles of association of the company be altered by:

(a) substituting for the existing Article 95 the following Article: "At each annual general meeting of the company the greater of (i) one-third of the directors (or, if the number of directors is not a multiple of three, the number nearest to but not greater than one-third) and (ii) the number of directors required to retire pursuant to Article 96 shall retire from office by rotation"; and

(b) substituting for the first sentence of Article 96 the following sentence: "The directors to retire by rotation at an annual general meeting shall comprise any director who: (i) is due to retire at the meeting by reason of age; (ii) wishes to retire and not offer himself for re-election; or (iii) shall not have retired from office by rotation in the period of three years ending on the date of the meeting."

Any members entitled to attend and vote at this meeting are entitled to appoint a proxy or proxies to attend and vote in their stead. A proxy need not be a member of the company. A form of proxy is enclosed which shareholders are invited to complete and return in accordance with the instructions on it. The lodging of a form of proxy will not prevent the member from attending the meeting and voting in person. A shareholder must be entered on the register of members by 09.00am on 20 April 1998 in order to have the right to attend or vote at the meeting.

By order of the Board

SIMON YENCKEN, Company Secretary  
6 March 1998

## EXPLANATORY NOTES

### RESOLUTION 1 - ACCOUNTS

The report of the directors and audited financial statements for the year ended 31 December 1997 of Reuters Holdings PLC will only be "noted" (rather than "received" in the usual way) since they relate to Reuters Holdings PLC, rather than the company.

### RESOLUTION 2 - DIVIDEND

The directors are recommending an interim dividend of 9.9p per ordinary share, payable on 27 April 1998 to shareholders on the register as at 20 March 1998 in lieu of the final dividend of Reuters Holdings PLC in respect of the year ended 31 December 1997.

### RESOLUTIONS 3, 4, 5 & 6 - RE-ELECTION OF DIRECTORS RETIRING BY ROTATION

One-third of the directors must retire each year, though they may offer themselves for re-election. This year, Peter Job, David Ure, Andre Villeneuve and Sir David Walker are retiring and seeking re-election. See pages 18 and 19 of the 1997 Annual Report of Reuters Holdings PLC for biographical details.

### RESOLUTIONS 7 & 8 - RE-ELECTION OF DIRECTORS APPOINTED BY THE BOARD

Richard Olver having been appointed by the Board in December 1997 and Roberto Mendoza having been appointed to the Board in February 1998 are required to retire at the next annual general meeting and offer themselves for re-election by the shareholders. See page 18 of the 1997 Annual Report of Reuters Holdings PLC for biographical details of Richard Olver. Roberto Mendoza is Vice Chairman and a director of J. P. Morgan & Co Inc. He joined Morgan in 1967. From 1980 to 1985 he headed the group that provided capital market services to clients, and then became head of the mergers and acquisitions group.

### RESOLUTION 9 - RE-APPOINTMENT OF AUDITORS

The company's independent auditors must be appointed each year at the annual general meeting. The directors have recommended retaining Price Waterhouse.

### RESOLUTION 10 - ISSUES OF SHARES BY THE DIRECTORS

To comply with Section 80 of the Companies Act 1985, resolution 10 seeks to renew the directors' authority to issue shares. This authority is limited to (pound)118,110,975 of share capital which represents one-third of the nominal amount of the company's issued ordinary share capital at 25 February 1998.

### RESOLUTION 11 - DISAPPLICATION OF PRE-EMPTION

To comply with Section 89 of the Companies Act 1985, resolution 11 seeks to renew the directors' authority to issue a limited number of shares for cash without first offering them to existing shareholders. This authority is limited to (pound)17,716,646 of share capital, which represents 5% of the nominal amount of the company's issued ordinary share capital at 25 February 1998.

The directors consider that it is in the best interests of the company that they should have the flexibility conferred by the authorities sought under resolutions 10 and 11, although they have no present intention to make any

further issue of shares for cash using these authorities, other than to issue small numbers of ordinary shares to US employee share option holders, to round up their share entitlements to the multiples of ordinary shares required for the issue of American Depositary Shares and to issue shares to participants of certain Reuters Holdings PLC employee share option schemes in exercise of their options. The authorities will lapse fifteen months after the annual general meeting or at the conclusion of the 1999 annual general meeting, whichever is the earlier.

#### RESOLUTION 12 - INCREASE IN NON-EXECUTIVE DIRECTORS' FEES

The ordinary remuneration of non-executive directors is currently (pound)30,000 per year. The remuneration of non-executive directors of Reuters Holdings PLC was last increased on 1 January 1996.

#### RESOLUTION 13 - PURCHASE OF OWN SHARES BY THE COMPANY

This resolution renews for up to 18 months authority for the company to buy its own shares in the market, limits the number of shares which could be purchased and sets minimum and maximum prices. This authority would only be exercised if market conditions made it advantageous to do so. The effect of any such purchases would be to reduce the number of shares in issue and the directors would accordingly only make such purchases after considering the effect on earnings per share and the benefits for shareholders generally.

#### RESOLUTION 14 - ALTERATION TO THE COMPANY'S ARTICLES OF ASSOCIATION

Article 95 of the company's articles of association currently states that at each annual general meeting of the company one-third of the directors or, if their number is not a multiple of three, the number nearest to but not greater than one-third shall retire from office by rotation. When, as now, the number of directors is not a multiple of three, this article can result in a director holding office for more than three years before retiring by rotation. The directors recommend the proposed alterations to Articles 95 and 96 be made to ensure that all the directors are required to submit themselves for re-election every three years, as recommended in the Hampel Committee Report on Corporate Governance.

NOTE: Copies of service contracts of directors with the company and its subsidiaries not expiring or determinable without payment of compensation within one year will be available for inspection at the registered office of the company during normal business hours on any weekday (excluding Saturdays and public holidays) from the date of this notice until the close of the annual general meeting and at the place of the meeting for at least 15 minutes before and during the meeting.

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

IF YOU ARE IN ANY DOUBT AS TO WHAT ACTION TO TAKE, YOU ARE RECOMMENDED TO CONSULT AN APPROPRIATE INDEPENDENT ADVISER.

If you have sold or transferred all of your registered holding of Ordinary Shares or American Depositary Shares of Reuters Group PLC, please forward this document and the accompanying documents to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or the transferee.

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REUTERS GROUP PLC

EXTRAORDINARY GENERAL MEETING  
TO BE HELD ON 21 APRIL 1998

to approve the adoption of the Plan 2000 employee share option plan

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Notice of an extraordinary general meeting of Reuters Group PLC to be held on Tuesday 21 April 1998 at 11.45 a.m., or as soon thereafter as the annual general meeting convened for that date shall have terminated, is set out at the end of this document.

HOLDERS OF ORDINARY SHARES SHOULD COMPLETE FORMS OF PROXY FOR USE AT THIS MEETING AND RETURN THEM AS SOON AS POSSIBLE. TO BE VALID, FORMS OF PROXY MUST ARRIVE NO LATER THAN 11.30 A.M. (LONDON TIME) ON 19 APRIL 1998. HOLDERS OF AMERICAN DEPOSITARY SHARES SHOULD COMPLETE VOTING INSTRUCTION CARDS IN RELATION TO THE VOTING RIGHTS ATTACHED TO THE ORDINARY SHARES REPRESENTED BY THEIR AMERICAN DEPOSITARY SHARES AND RETURN SUCH FORMS AS SOON AS POSSIBLE AND IN ANY EVENT BY 5.00 P.M. (NEW YORK TIME) ON 18 APRIL 1998.



REUTERS GROUP PLC

REUTERS GROUP PLC  
SIR CHRISTOPHER HOGG  
CHAIRMAN 6 MARCH 1998

TO THE HOLDERS OF ORDINARY SHARES, THE FOUNDERS SHARE AND AMERICAN DEPOSITARY  
SHARES

Dear Shareholder

PROPOSED ALL EMPLOYEE SHARE OPTION PLAN ("PLAN 2000")

I am writing to explain the proposal which is to be put to shareholders of Reuters Group PLC ("Reuters" or "the company") at an extraordinary general meeting to be held on Tuesday 21 April 1998, immediately following the annual general meeting convened for that date.

Reuters faces a number of opportunities and challenges over the next few years. Two of these, Economic and Monetary Union (EMU) and the issues arising out of the millennium date, are currently particularly in focus. Our ability to handle these relies on the skill and dedication of our staff.

The challenges are not only technical, they apply to the whole organisation. There are very few Reuters personnel who will not be called upon to make special efforts to ensure customer satisfaction. More than 1,400 man years of work are expected to be spent by Reuters staff on millennium-related issues alone. The coincidence of the millennium and the introduction of EMU is expected to pose challenges which the company believes that its employees will rise to meet.

For these reasons the Board and the Remuneration Committee believe that it is appropriate to introduce an additional share option plan - Plan 2000 - to help retain and motivate employees worldwide through and into the new millennium. This is the subject of this circular.

#### SUMMARY OF PROPOSED PLAN 2000

Broadly, Plan 2000 is proposed as a single award of options in response to the exceptional circumstances and demands placed on the company and its employees through the turn of the century.

Under the proposed plan all eligible staff worldwide (other than executive directors and part-time employees whose participation will be at the discretion of the Remuneration Committee) will be invited to apply for an option to acquire 2,000 shares at a price equal to the average of the mid-market value of the shares on the three dealing days immediately preceding the invitation date. These invitations will be made within six weeks of the interim announcement in July 1998. The Plan also contains a facility for invitations to be made to employees who join Reuters after the initial qualification date. No options under the Plan can however be granted after 30 June 1999. The likelihood is that only employees who join Reuters up to the end of 1998 will receive an award under Plan 2000. It is estimated that about 16,000 employees will be able to participate.

Options will normally only become exercisable on the third anniversary of the date of grant, by option holders who have been employed throughout that three year period. The options will then remain exercisable by employed option holders for a further four years. For option holders who cease employment special rules will apply as summarised in the Appendix. On events such as a reconstruction or on a variation of share capital of the company options may become exercisable or, depending upon the circumstances, may be exchanged for options over shares in another company.

In some countries there may be regulatory or tax issues arising from the Plan as proposed. Approval is therefore also sought for the Board to create sub-plans or to make modifications to the Plan to resolve such issues and/or to accommodate local variations in tax treatment. Such modified arrangements must fall within the overall objectives and spirit of the Plan (in particular the maximum quantum of individual awards and the market value option exercise price).

Plan 2000 is an all employee share plan, performance targets have not therefore been included. Employees will only benefit if the Reuters share price exceeds the exercise price per share of the options. The Plan is consistent with the guidelines of the Association of British Insurers (ABI) in relation to the number of shares which can be newly issued in conjunction with all the various Reuters share plans (as summarised in the Appendix) or held in employee trusts.

Further details of the proposed Plan are set out in the Appendix.

#### AVAILABILITY OF SHARES AND FUNDING

The intention is that the shares to be used for the Plan will principally be made available by the existing Reuters Employee Share Ownership Trusts (ESOTs) established in 1990 and 1994 which will purchase shares in the market sufficient, when aggregated with any unallocated shares in the ESOTs, to satisfy option exercises. The ESOTs may also subscribe for shares from the company provided such subscription would not cause the ABI guidelines to be breached.

Funding for the ESOTs' share purchases will be provided by group employing companies, primarily by way of interest free loans, such loans being repaid as and when staff exercise options under the Plan. Any excess cost, for example if the ESOTs have acquired shares at prices in excess of the option exercise prices will be charged against the profits of the Reuters Group. The ESOTs together with any other similar Reuters employee trusts are not permitted to hold, in aggregate, more than 5% of the company's issued share capital at any one time.

It is estimated that the cost of the Plan to the group will be approximately (pound)10 million per annum over the three year initial vesting period (about 1% of 1997 staff costs).

## ACTION TO BE TAKEN

Holders of Ordinary Shares will find enclosed a form of proxy for use in connection with the extraordinary general meeting. Whether or not you intend to be present at the meeting, you are requested to complete and return the form of proxy as soon as possible and, in any event, so that it is received by the UK Registrars not later than 11.30 a.m. on 19 April 1998.

The completion and return of the form of proxy will not preclude holders of Ordinary Shares from attending the meeting and voting in person, should they wish to do so.

Holders of American Depositary Shares will find enclosed a voting instruction card issued by Morgan Guaranty Trust Company of New York, as Depositary ("the US Depositary"), for use in connection with the extraordinary general meeting, which they are requested to complete and return as soon as possible and, in any event, so that it is received by the US Depositary not later than 5.00 p.m. (New York time) on 18 April 1998.

## RECOMMENDATION

YOUR BOARD HAS CONSIDERED THE ABOVE PROPOSAL (THE EXECUTIVE DIRECTORS DECLARING AN INTEREST AND REFRAINING FROM VOTING). IT BELIEVES THAT THE INTRODUCTION OF PLAN 2000 IS A POSITIVE STEP AND WOULD LIKE SHAREHOLDERS NOT ONLY TO BE AWARE OF THE PLAN BUT ALSO TO GIVE IT THEIR SUPPORT. ACCORDINGLY, YOUR DIRECTORS (EXCLUDING THE EXECUTIVE DIRECTORS) RECOMMEND THAT SHAREHOLDERS VOTE (OR INSTRUCT THE US DEPOSITARY TO VOTE) IN FAVOUR OF THE RESOLUTION TO BE PROPOSED AT THE EXTRAORDINARY GENERAL MEETING TO BE HELD ON TUESDAY 21 APRIL 1998, AS THE DIRECTORS (EXCLUDING THE EXECUTIVE DIRECTORS) INTEND TO DO IN RESPECT OF THE ORDINARY SHARES BENEFICIALLY OWNED BY THEM.

Yours sincerely

SIR CHRISTOPHER HOGG  
Chairman

APPENDIX  
SUMMARY OF THE RULES OF PLAN 2000 (THE PLAN)

OPERATION OF THE PLAN

The Plan provides for the grant of an option over 2,000 shares to each eligible employee. Options cannot be granted after 30 June 1999. Only those employees of a group company which is a participating company for the purposes of the Plan will be eligible. The vast majority of the companies in the group will be participating companies. The Plan will be administered by the Board or a subcommittee of the Board (the Plan Committee).

The Plan Committee may exercise its discretion to invite employees to apply for the grant of options under the Plan within six weeks following the announcement of the company's interim or final results. In exceptional circumstances including changes in relevant legislation or where invitations cannot be issued for legal, regulatory or tax reasons, invitations can be issued outside those six week periods.

GRANT OF OPTIONS

All full-time employees on a date specified by the Plan Committee will be eligible employees. Executive directors and part-time employees will only be permitted to participate at the discretion of the Remuneration Committee. The Plan Committee may impose a minimum hours of work requirement as a condition of grant of the option and any such condition may vary between the jurisdictions in which the Plan is operated.

An eligible employee who returns a duly completed application form may be granted an option over 2,000 ordinary shares. An option may be granted by the company or by the trustees of any employee benefit trust established by any company within the Reuters Group.

The exercise price per share under the option will not be less than the market value per share, determined from the average mid-market value on the three dealing days immediately prior to the issue of the invitation.

An employee may renounce an option that has been granted to him if he does so within 30 days of grant. Options are not transferable and any attempted transfer will make the option void. This does not prevent the personal representatives of a deceased option holder from exercising an option within a year of death.

LIMITS ON GRANT IN ACCORDANCE WITH ABI GUIDELINES

An option to subscribe may not be granted under the Plan if it would cause the aggregate number of shares issued and issuable on the exercise of options granted within the previous ten years to exceed 10% of the company's shares in issue on the dealing day immediately prior to the date of grant.

An option to subscribe for shares may not be granted under the Plan if it would cause the aggregate number of shares issued and issuable on the exercise of options granted within the previous three years to exceed 3% of the company's shares in issue on the dealing day immediately prior to the date of grant.

The aggregate number of shares held at any one time in employee trusts operated by the group shall not exceed 5% of the company's issued share capital.

#### EXERCISE OF OPTIONS

Options may be exercised on the earliest of: the third anniversary of grant, the death of an option holder, on cessation of employment by reason of injury, ill health, disability or retirement. On cessations of employment which do not fall within the above categories or on a departure of the employee company or business from the group, options will generally lapse unless the Plan Committee of the company taking into account the circumstances, determines otherwise.

Options may also become exercisable for limited periods on certain events such as a reconstruction, amalgamation, winding up or a technical change in control of the company. Employees may exercise their options for a limited period where there are alterations to a class of shares or to the rights attaching to shares which affect their status as Plan Shares. At the end of such periods options will lapse. Where there is a change in control event, options may be exchanged for options over the new parent company's shares if the option holder and that company agree. However, in such a situation the Plan Committee may provide that options do not become exercisable and will lapse unless exchanged for options over the new parent company's shares.

Options lapse on the earliest of:

- - the seventh anniversary of their grant;
- - the first anniversary of the option holder's death;
- - six months after termination of employment by reason of injury, ill health, disability, or retirement (unless the Plan Committee allows a longer period for exercise);
- - on cessation of employment for any other reason (unless the Plan Committee specifies otherwise);
- - at the end of the period specified on the occurrence of certain other events including an amalgamation, winding up, technical change in control or alteration of share rights, and on the surrender of the option by the option holder.

#### VARIATION OF SHARE CAPITAL

On a variation of share capital of the company including a demerger, capitalisation or rights issue or on any consolidation, sub-division or reduction of share capital, the number of shares subject to any option and the exercise price per share may be adjusted by the Plan Committee in such manner as the company's auditors confirm to be fair and reasonable. The exercise price per share cannot be reduced below nominal value unless arrangements are made to capitalise undistributed profits or reserves to fund the difference between the exercise price per share and the nominal value of a share. Adjustments to the options are deemed effective from the record date at which the variation applied to other shares of the same class.

## MANNER OF EXERCISE

Options may be exercised in whole or in part by the option holder delivering a notice of exercise to the grantor of the option or its agents. The shares will be received by the option holder or by a person he nominates, within 30 days of exercise. An employee trust may satisfy an option granted by the company and vice versa. The company shall apply for a listing for shares acquired on the exercise of options if they are not already so listed. Shares obtained on the exercise of an option rank pari passu with other shares of the same class save for any rights determined by reference to a record date preceding the date of allotment.

To the extent that a company in the group is liable to withhold tax, social security or national insurance contributions, the option holder will be deemed to have given authority for sufficient shares acquired on the exercise of his option to be sold so as to satisfy such liability and to allow the proceeds of sale to be remitted directly to the appropriate group company unless the option holder has elected to pay the relevant amount to such group company and has done so within 15 days of the date of exercise.

## ADMINISTRATION

The Plan Committee may amend the rules provided that no amendment may be made which would materially prejudice the rights of option holders without obtaining the prior consent of 75% of option holders who vote on such amendment. No amendment may be made to the provisions relating to option holders, the Plan limits and the basis for determining an option holder's entitlement without the consent of the shareholders in general meeting (except for minor amendments to benefit the administration of the Plan to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for option holders or for a company which participates in the Plan).

The Board may create sub-plans as necessary or desirable to operate it in any jurisdiction in which employees are situated. The Board may also at its discretion provide that designated employees receive options that entitle them to a cash payment calculated by reference to the difference between the notional exercise price of an award of a number of notional shares and the market value of shares on the date of exercise.

The company and the trustees of any employee trust that have granted options must procure that sufficient shares are available to satisfy the exercise of options.

Option holders are not entitled to vote, receive shareholder information or to receive dividends unless and until they acquire shares on the exercise of options.

The cost of the Plan shall be borne by the companies participating in the Plan in such proportions as shall be determined and agreed.

The rights of an employee under the terms of his office or employment shall not be affected by participation in the Plan, and the benefits under the Plan will not form part of his pensionable remuneration. The existence of options shall not affect the company's power to carry out any lawful corporate transaction.

## NOTICE OF EXTRAORDINARY GENERAL MEETING

Notice is hereby given that an extraordinary general meeting of Reuters Group PLC will be held at Stationers' Hall, Ave Maria Lane, London EC4M 7DD on Tuesday 21 April 1998 at 11.45 a.m., or as soon thereafter as the annual general meeting convened for that date shall have been terminated, for the purpose of considering and, if thought fit, passing the following ordinary resolution.

### ORDINARY RESOLUTION

That

(a) Plan 2000 ("the Plan"), a summary of which is contained in the Chairman's letter of 6 March 1998 and in the Appendix to that letter, the draft Rules of which are produced to this meeting and which for the purpose of identification have been signed by the Chairman, be and is hereby approved; and

(b) the directors be authorised to do everything necessary to implement the Plan and to establish sub-plans to the Plan which modify its application to take account of local tax, exchange control or securities laws in the applicable overseas territories, provided that any shares made available under such sub-plans to the Plan will be treated as counting towards the limits on individual or overall participation contained in the Plan.

By order of the Board

Simon Yencken, Company Secretary  
6 March 1998

### NOTES:

1. A member entitled to attend and vote at this meeting is entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of him or her. A proxy need not be a member of the company.
2. A pre-paid form of proxy is enclosed which shareholders are invited to complete and return. Lodging a form of proxy will not prevent the shareholder from attending the meeting and voting in person.
3. The instrument appointing a proxy, together with any power of attorney under which it is signed, or a duly certified copy thereof, must be deposited at the offices of the company's Registrars, Bank of Scotland, Registrar Department, Apex House, 9 Haddington Place, Edinburgh EH7 4AL or by hand to Bank of Scotland, First Floor, Broad Street House, 55 Old Broad Street, London EC2P 2HL not less than 48 hours before the time for holding the meeting.
4. Holders of American Depositary Shares should complete voting instruction cards in relation to the voting rights attached to the Ordinary Shares represented by their American Depositary Shares and return such forms to the US Depositary as indicated on the voting instruction card as soon as possible and in any event by 5.00 p.m. (New York time) on 18 April 1998.

5. Copies of the Rules of the proposed Plan 2000 are available for inspection at the company's registered office, and at the office of the US Depositary at 60 Wall Street, New York, New York 10260, United States of America, during normal business hours on weekdays (excluding Saturdays and public holidays) from the date of this notice until close of business on 21 April 1998 and will also be available for inspection at the place of the meeting for at least 15 minutes before and during the meeting.
6. The company pursuant to Regulation 34 of the Uncertificated Securities Regulations 1995, specifies that only those shareholders registered in the register of members of the company as at 11.30 a.m. on 19 April 1998 or, in the event that this meeting is adjourned, in the register of members 48 hours before the time of any adjourned meeting shall be entitled to attend or vote at this meeting in respect of the number of shares registered in their name at that time. Changes to entries on the relevant register of members after 11.30 a.m. on 19 April 1998 or, in the event that this meeting is adjourned, in the register of members 48 hours before the time of any adjourned meeting shall be disregarded in determining the rights of any person to attend or vote at the meeting.
7. The directors of the company reserve the right up to the time of the extraordinary general meeting on 21 April 1998 to make such amendments and additions to the draft Plan as they may consider necessary or desirable, provided that such amendments and additions do not conflict in any material respect with the summary contained in the circular.



FOR IMMEDIATE RELEASE

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REUTERS & RUDIN EXECUTE AGREEMENT WITH PRUDENTIAL FOR TIMES SQUARE PARCEL;  
NEW US HEADQUARTERS FOR REUTERS TO BREAK GROUND THIS FALL

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SUBJECT: REUTERS & RUDIN EXECUTE AGREEMENT WITH PRUDENTIAL FOR TIMES SQUARE  
PARCEL; NEW US HEADQUARTERS FOR REUTERS TO BREAK GROUND THIS FALL

NEW YORK, February 26, 1998--Reuters, the international news and financial information group, and Jack, Lewis and William Rudin, today agreed to terms with The Prudential Insurance Company of America governing their purchase of the Times Square site on which they will develop a new US headquarters for Reuters. The Rudins plan to begin construction this fall and to open the new building, estimated to cost \$360 million, early in 2001.

As announced last fall by Governor George E. Pataki and Mayor Rudolph W. Giuliani, the new Reuters Building will rise on the northwest corner of 42nd Street and Seventh Avenue. At approximately 30 stories high, with a base footprint of 29,400 square feet, the Reuters Building will contain a total of 855,000 rentable square feet of space, some 500,000 square feet of which will become the new Reuters US headquarters. The structure also will feature a Reuters Financial Television (RFTV) studio facing Times Square.

Approximately 79,000 square feet will be devoted to retail uses over several levels, and the site will feature some 34,000 square feet of state-of-the-art signage.

The Reuters Building will consolidate some 1,800 Reuters employees on the site from seven current Manhattan locations. City and State incentives encourage a further projected 2,348 new jobs over the next 23 years.

MICHAEL O. SANDERSON, CHAIRMAN AND CHIEF EXECUTIVE OFFICER OF REUTERS AMERICA HOLDINGS INC., stated: "As we said last fall when we announced plans for a new Reuters Building, we are determined to grow our business in America substantially. Today, we proudly announce the execution of a formal agreement to achieve those plans. The Reuters Building will allow us to fuel our growth by achieving significant cost savings and efficiencies from consolidating our people in a single New York City location that keeps us close to many of our key customers."

The 42nd Street Development Project Inc. (a subsidiary of the Empire State Development Corporation, which works with the City of New York through its Economic Development Corporation) has spearheaded the overall revival of the Times Square area, of which the new Reuters Building is a key part.

NEW YORK GOVERNOR GEORGE E. PATAKI said: "Reuters' enormous commitment to 42nd Street and to this City and State enhances the image of New York as the media capital of the world. Its respected name and well-established reputation in the international community will give added meaning to the Crossroads of the World. On behalf of all New Yorkers, we welcome Reuters to Times Square, and thank Michael Sanderson of Reuters and the Rudin Family for their faith in, and commitment to, the Empire State."

NEW YORK CITY MAYOR RUDOLPH W. GIULIANI said: "I am very pleased that Reuters' North American headquarters will soon be built in the heart of Times Square. This new office tower will be another landmark that demonstrates New York City's stature as the media and information capital of the world. I want to congratulate everyone involved in this very important and successful transaction. By working together, we keep 1,800 jobs in New York City and potentially add 2,348 jobs over the next 23 years."

During its 12-year involvement with the revitalization of Times Square, Prudential has committed itself to investing more than \$435 million--with over \$400 million spent to date--for condemnation and rehabilitation of sites to be developed; interim retail uses on the development sites; rehabilitation and restoration of the New Victory Theatre and construction of a seven-story rehearsal space on West 42nd Street; enhanced streetscape; and other public improvements.

BRIAN MURPHY, MANAGING DIRECTOR OF THE PRUDENTIAL REALTY GROUP, said: "With this agreement, the last piece falls into place for a magnificent new building to rise over a transformed Times Square. The new Reuters headquarters will be an ideal addition to the New York of the New Millennium, one that brings the international prestige of Reuters right into the Crossroads of the World. All of us at Prudential are delighted to see our long-term vision, and our patient investment in the future of 42nd Street, being realized."

WILLIAM C. RUDIN said: "On behalf of my father Lewis and my uncle Jack and the rest of the Rudin development team, we are very excited to be working with Reuters to develop their North American headquarters at the crossroads of the world. We would like to thank Governor Pataki, Mayor Giuliani, Chairman Gargano, Deputy Mayor Randy Levine, EDC President Charles Millard and Wendy Leventer, Acting President of the 42nd Street Development Project, and the Prudential, for their vision and help in revitalizing the Times Square area. As we move into the new millennium, this project, which combines cutting-edge technology and global connectivity, will stand as a testament to the rebirth of the most exciting neighborhood in the world."

CHARLES A. GARGANO, CHAIRMAN, EMPIRE STATE DEVELOPMENT CORPORATION, said: "Governor Pataki made the rebirth of 42nd Street a top priority. The addition of the Reuters Building on 42nd Street again demonstrates that Times Square's redevelopment is one of the most dramatic urban revitalization projects this country has ever seen. As the leader in supplying information to businesses from Wall Street to Fleet Street, Reuters adds to the prestige and the promise of the new Times Square."

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION PRESIDENT CHARLES MILLARD said: "The Reuters Building is another example of the tremendous benefits the City is experiencing under Mayor Giuliani's leadership. Times Square will soon have another state-of-the-art office tower, and New York City secures the presence of a leading international news and financial information wire service for the next 23 years."

DAVID TURNER, EXECUTIVE VICE PRESIDENT AND CHIEF FINANCIAL OFFICER, REUTERS AMERICA HOLDINGS INC., said: "The Reuters Building project underscores the commitment we are making to become a bigger participant in the American market. The flexibility we have built into our formal agreement supports that commitment while providing Reuters the freedom to grow on this site in the future. We would again like to express our appreciation to the Governor and the Mayor, ESDC Chairman Gargano and EDC President Millard for helping make the economics of a Times Square location viable. We are pleased to be working with the Rudin family, with whom we have a long-standing relationship, and The Prudential Insurance Company."

The agreement was negotiated for Reuters by David Turner and Glenn Elliott, Vice President, Real Estate Services, Reuters America Holdings Inc. They were assisted by advisors Bruce E. Mosler, Executive Director, Cushman & Wakefield, Joseph J. Simone, President, Tishman Real Estate Services, and Joseph A. Cabrera, Executive Director, Insignia/ESG.

In addition, the consultants for the project are Fox & Fowle Architects, P.C. (architect), Severud Associates (structural engineer), and Jaros Baum & Bolles (mechanical engineer).

BRUCE S. FOWLE, FAIA, PRINCIPAL OF FOX & FOWLE ARCHITECTS, P.C., said: "The new Reuters headquarters will serve as a crucial link between the revitalized 42nd Street theater district and the vibrant bow-tie area of Times Square. The building will be both a corporate icon and a contextual composition that draws its energy from each venue. Designed as a dynamic assemblage of volumes and planes varied in scale, color and texture, the architecture of the Reuters Building will truly celebrate its place at the Crossroads of the World."

Reuters Group PLC (RTRYD: NASDAQ) is the world's largest news and financial information services company. Reuters America Holdings Inc. is the entity which oversees the primary American operating businesses of Reuters Group. These include Reuters America Inc., Instinet Corporation, Reuters NewMedia Inc., Reuters Television International Inc., Loan Pricing Corporation, and Reality Online Inc.

REUTERS AND THE DOTTED AND SPHERE LOGOS ARE THE HOUSE TRADEMARKS OF REUTERS LIMITED.

# # #

FOR IMMEDIATE RELEASE

REUTERS PROPOSES EMPLOYEE SHARE OPTION PLAN

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London, 6 March - Reuters today announced its intention to introduce Plan 2000, a new all Employee Share Option Plan to motivate employees worldwide through and into the new millennium.

Reuters faces a number of opportunities and challenges over the next few years. Two of these, European Economic and Monetary Union (EMU) and the issues arising out of the millennium date, are currently in focus. Reuters ability to handle these relies on the skill and dedication of its staff.

Plan 2000 is proposed as a single award of options. Under the proposed plan all eligible staff worldwide will be invited to apply for an option to acquire 2,000 shares at a price equal to the average of the mid-market value of the shares on the three dealing days immediately preceding the invitation date. These invitations will be made within six weeks of the announcement of Reuters interim results in July 1998.

Options will normally only become exercisable on the third anniversary of the date of grant, by option holders who have been employed throughout the three-year period.

It is estimated that about 16,000 employees will be able to participate.

The proposal will be put to shareholders of Reuters Group PLC at an extraordinary general meeting to be held on Tuesday 21 April 1998.

END

For further information please contact Peter V Thomas, Director, Media Relations, (Tel: 0171-542 4890 or 0171-542 7457) or by email [peter.v.thomas@reuters.com](mailto:peter.v.thomas@reuters.com).

or Geoff Wicks, Director, Corporate Relations (Tel: 0171-542 8666 or 0171-542 3717) or by email [geoff.wicks@reuters.com](mailto:geoff.wicks@reuters.com).

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FOR IMMEDIATE RELEASE

REUTERS REJECTS US CLAIMS MADE BY TYPLAN

- - - - -

London, 12 March - Reuters received confirmation late yesterday that All-Media-Typlan AG, a Swiss software house, had filed suit against Reuters in the US District Court in New York claiming fraud and other violations under the Racketeer Influenced and Corrupt Organisation (RICO) Act.

Reuters believes that such allegations of fraud and similar claims are completely without foundation. The dispute simply involves the interpretation of a complex contractual situation which has no substantive connection to Reuters America Inc. or the United States. The dispute involves two Typlan contracts, one with Reuters Limited, a UK corporation, which is governed by English law, and one with Reuters SA, a Swiss corporation, which is governed by Swiss law.

END

For further information please contact Geoff Wicks, Director, Corporate Relations (Tel: 0171-542 8666 or 0171-542 3717) or by email [geoff.wicks@reuters.com](mailto:geoff.wicks@reuters.com).

or Peter V Thomas, Director, Media Relations, (Tel: 0171-542 4890 or 0171-542 7457) or by email [peter.v.thomas@reuters.com](mailto:peter.v.thomas@reuters.com).

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30 March 1998

FOR IMMEDIATE RELEASE

REUTERS PUBLISHES FURTHER MILLENNIUM INFORMATION

- - - - -

London, 28 March - Reuters announced today the publication of a second round of documentation for its Millennium Compliance programme. At the same time, the Confederation of British Industry (CBI) acknowledged Reuters Millennium activities with the first of a series of Year 2000 recognition awards.

In November 1997 Reuters launched its Millennium Challenge with detailed information for customers and business partners on its programme to deal with the date change and its impact on Reuters products. In particular, it listed products which would be included in its Millennium Compliance Programme and those which would become obsolete before the Millennium.

The latest update provides more detailed information about the product strategy and indicates the expected versions and certification dates of software releases and components through the Millennium Compliance Programme. The documentation also describes the company's Millennium Warranty which offers assurances that the functionality of specified Reuters products will not be reduced as a result of issues related to the date change.

Martin Vickery, International Director, Reuters Millennium Programme said "This second set of documentation will enable us to keep our customers up-to-date on the progress of Reuters programme and will assist them in their own Millennium-related activities".

As before, brochures are being sent to over 50,000 Reuters customer locations around the world and the information has also been posted onto Reuters public Internet web site and its extranet, Reuters Web.

Earlier today, Prime Minister Tony Blair presented the CBI's award to Reuters Chief Executive Peter Job at a Midland Bank/Action 2000 conference in London. Throughout 1998 the CBI will recognise companies which have put in place comprehensive programmes to deal with the Millennium date change.

Continued...

In February, Reuters announced that incremental costs for its Millennium programme were expected to be (pound)73 million for the period 1997 to 1999.

END

For further information please contact Peter V Thomas, Director, Media Relations, (Tel: 0171-542 4890 or 0171-542 7457) or by email [peter.v.thomas@reuters.com](mailto:peter.v.thomas@reuters.com).

or Geoff Wicks, Director, Corporate Relations (Tel: 0171-542 8666 or 0171-542 3717) or by email [geoff.wicks@reuters.com](mailto:geoff.wicks@reuters.com).

REUTERS AND THE DOTTED AND SPHERE LOGOS ARE THE HOUSE TRADEMARKS OF REUTERS LIMITED.

NOTE TO EDITORS

COSTS

In February 1998 Reuters published the costs of its Millennium programme in the Group's Preliminary Results for 1997. Incremental costs incurred in 1997 were approximately (pound)11 million. In 1998 costs are expected to increase to (pound)31 million and remain at similar levels in 1999. Total man years including both internal and external resources committed to the programme in 1997 were 275 and are expected to be 1,145 in 1998.

MAKE-UP OF PROGRAMME

Reuters Millennium Compliance Programme consists of six key parts which are being carried out, where possible, in parallel:

- - AWARENESS

The company recognises the need to raise the awareness of customers and staff of Millennium issues and its compliance programme. Reuters sales staff and help desks around the world have been trained to address customers' queries on the company's programme and to work with them to resolve difficulties.

- - INVENTORY

The company is compiling and updating an inventory of all aspects of Reuters business which are Millennium-sensitive. These include both Reuters-developed and third-party software, hardware, data, telecoms. services and other services supplied by third parties.

- - PRODUCT STRATEGY

The primary aim of the programme is to address Millennium issues in our products, operations and internal processes. However, the programme also has a secondary objective which is to streamline Reuters product lines. To do this the company will make some of its existing products and services obsolete. Reuters aims to move into the Year 2000 with a product range that has not only been through the Millennium programme but is also the most competitive in its marketplace.



- - DEVELOPMENT

Reuters development staff globally will undertake the necessary Millennium compliance work themselves using additional external resources where necessary.

- - TESTING

The company intends to test software at three levels:

- - Unit testing of individual software applications.
- - Integration testing of groups of related applications into larger building blocks. Testing of external interfaces will also take place at this stage.
- - Product testing where the operation of a complete product is tested from end to end.

- - IMPLEMENTATION

The Company expects that the work necessary to upgrade customer sites will continue to December 1998. Products and technical architecture will continue to be tested in a production environment through 1999.

The following exhibits are filed herewith:

1. Memorandum and Articles of Association of Reuters Founders Share Company Limited.
2. Deed of Mutual Covenant, dated February 18, 1998.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

REUTERS GROUP PLC

-----  
(Registrant)

Dated: April 2, 1998

BY: /s/ N.C. Gardner

-----  
Nancy C. Gardner  
Attorney-in-Fact

## EXHIBIT INDEX

1. Memorandum and Articles of Association of Reuters Founders Share Company Limited.
2. Deed of Mutual Covenant, dated February 18, 1998.

THE COMPANIES ACTS: 1948 TO 1985

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COMPANY LIMITED BY GUARANTEE  
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MEMORANDUM OF ASSOCIATION

(altered by Special Resolution passed on 9 May 1984 and by

Resolution in Writing passed on 18 December 1997)

OF

REUTERS FOUNDERS SHARE

COMPANY LIMITED  
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1 The name of the Company is "Reuters Founders Share Company Limited".

2 The registered office of the Company will be situate in England.

3\* The objects for which the Company is established are:-

(1) To subscribe for, or otherwise acquire and hold the share referred to in the Articles of Association of Reuters Group Plc ("Reuters") as the Founders Share ("the Founders Share").

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\* A new clause 3 (in place of the previous clause 3) was adopted by a Special Resolution passed on 9 May 1984.

(2) To exercise all such rights and powers as are now or may at any time be vested in the Company including (without limitation to the generality of the foregoing) such rights as are now or may at any time be vested in or attached to the Founders Share so as to secure (as far as, by the exercise of such rights and such other rights and powers as may now or hereafter be vested in the Company, the Company is able to do so) that, in the opinion of the Company, the following principles ("the Reuter Trust Principles") are complied with:

(a) that Reuters shall at no time pass into the hands of any one interest, group or faction;

(b) that the integrity, independence and freedom from bias of Reuters shall at all times be fully preserved;

(c) that Reuters shall supply unbiased and reliable news services to newspapers, news agencies, broadcasters and other media subscribers and to businesses, governments, institutions, individuals, and others with whom Reuters has or may have contracts;

(d) that Reuters shall pay due regard to the many interests which it serves in addition to those of the media; and

(e) that no effort shall be spared to expand, develop and adapt the news and other services and products of Reuters so as to maintain its leading position in the international news and information business.

In this clause 3(2) "Reuters" means Reuters and every subsidiary of Reuters from time to time supplying news services.

(3) To enter into the 1984 Deed of Mutual Covenant with Reuters and others, and thereafter to agree to and become a party to such alterations of, additions to, or substitutions for such Deed of Mutual Covenant as may be made in accordance with its terms or as the Company may thereafter think fit to approve, and to exercise and enforce such powers and rights and to perform and to discharge such obligations as shall be conferred or (as the case may be) imposed upon the Company by such Deed of Mutual Covenant, whether in its original form or with and subject to any such alterations and additions as aforesaid.

(4) To do all such things as may be considered by the Company to be incidental or conducive to any of the above objects including (but without limitation to the generality of the foregoing):

(a) borrowing and raising money and securing or discharging any debts or obligations of or binding on the Company, in such manner as may be thought fit, and giving guarantees and indemnities;

(b) taking all steps (including instructing solicitors and counsel and instituting and carrying on all legal proceedings) to enforce and maintain the foregoing objects; and

(c) procuring the registration or incorporation of the Company in or under the laws of any territory outside England.

Provided always that the Company shall not dispose of or permit or procure the disposal of the Founders Share or of any interest therein, or grant or permit or procure the grant of any rights in respect of the Founders Share or any such interest, and whether directly or indirectly, and whether by one or more operations or omissions.

4 The liability of the Company is limited.

5 Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs

charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding ten pounds.

WE, the several persons whose names and addresses are subscribed,  
are desirous of being formed into a Company, in pursuance of this  
Memorandum of Association.

-----  
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS  
-----

VICTOR RUPERT DE AMBROSIS WOOLLCOMBE  
10/11 Gray's Inn Square  
London WC1R 5JL

Solicitor

ROBERT MUNGO JOHN HALDANE  
Blackfriars House  
19 New Bridge Street  
London EC4V 6BY

Solicitor

-----  
Dated the 5th day of April, 1984

WITNESS to the above Signatures:

ADRIAN EDWARD SCHEPS  
10/11 Gray's Inn Square  
London WC1R 5JL

Solicitor



THE COMPANIES ACT: 1985

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COMPANY LIMITED BY GUARANTEE

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ARTICLES OF ASSOCIATION

(adopted by Resolution in Writing passed on 18 December 1997)

OF

REUTERS FOUNDERS SHARE

COMPANY LIMITED

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INTERPRETATION

1 In these regulations (if not inconsistent with the subject or context):-

"the Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
"AAP Services"	means AAP Information Services Proprietary Limited.

"the 1984 Deed of Mutual Covenant"	means the deed of mutual covenant dated 9 May 1984 between Reuters Holdings Plc, the Company and others as amended by a Supplemental Deed dated 31 January 1989, a Second Supplemental Deed dated 31 March 1989, a Third Supplemental Deed dated 26 October 1989, a Fourth Supplemental Deed dated 26 April 1994, a Fifth Supplemental Deed dated 18 July 1995 and as altered or added to from time to time.
"the Deed of Mutual Covenant"	means the deed of mutual covenant dated [ ] referred to in Clause 3(3) of the Memorandum of Association as altered or added to from time to time.
"Distress Notice"	bears the same meaning as in the Deed of Mutual Covenant.
"the Founders Share"	means the Founders Share of #1 of Reuters .
"Founders Share Rights"	means the rights and powers whatsoever vested in or attached to the Founders Share or which may be exercised by the holder of the Founders Share including (without limitation to the generality of the foregoing) the rights and powers conferred upon the Company by the Deed of Mutual Covenant.
"the Reuters Directors"	means the Directors from time to time of Reuters.
"in writing"	means written or produced by any reasonably durable substitute for writing or partly one and partly the other.
"Members of NPA Nominees"	means a company which is for the time being the holder of not less than one ordinary share in NPA Nominees and which is entitled to one or more votes in respect of such ordinary share at general meetings of NPA Nominees.
"the Newspaper Associations"	means the Press Association, NPA, AAP Services and NZPA.
"the Nomination Committee"	means the Committee constituted pursuant to these regulations and comprising the persons set out in regulation 3(b).
"NPA"	means The Newspaper Publishers Association Limited.
"NPA Nominees"	means NPA Nominees Limited.
"NZPA"	means New Zealand Press Association Limited.
"the Office"	means the registered office of the Company from time to time.
"the Press Association"	means The Press Association Limited.
"the Reuters Group"	means Reuters and its subsidiaries from time to time.
"Reuters "	means Reuters Group Plc.
"Reuter Trustees"	means the persons who are members and directors of the Company from time to time.
"the Reuter Trust Principles"	bears the same meaning as in the Memorandum of Association.
"Seal"	means the Common Seal of the Company.

"Secretary" shall include any person appointed by the Reuter Trustees (in the capacity of directors) to perform any of the duties of the Secretary, and where two or more persons are appointed to act as Joint Secretaries shall include any one or more of these persons.

"the Three Newspaper Associations" means the Press Association, AAP Services and NZPA.

"the United Kingdom" means Great Britain and Northern Ireland.

Words denoting the singular shall include the plural and vice versa; words denoting the masculine gender shall include the feminine gender; and words denoting persons shall include bodies corporate.

Unless the context otherwise requires, words or expressions used in these regulations shall bear the same meanings as in the Act.

Except where the context otherwise requires, any reference to any statute or statutory provision shall be construed as including a reference to any statutory modification or re-enactment thereof from time to time in force.

#### REUTER TRUSTEES

2 (a) The number of members shall be as the Reuter Trustees shall resolve from time to time, but shall not be less than fourteen.

(b) The members and directors of the Company shall be known as Reuter Trustees.

(c) No persons shall be admitted to membership of the Company other than the Reuter Trustees appointed in accordance with regulation 3.

3 (a) As at the adoption of these regulations, the Reuter Trustees are: Sir Frank Rogers, The Rt. Hon. The Lord Browne-Wilkinson, Sir Michael Checkland, Dr CND Cole, Mr JEC Dicks, Mr P Gyllenhammar, Sir Gordon Linacre, Mr K Morgan, The Rt. Hon. the Viscount Rothermere, Mr EJM Turnbull, Mr RJ Winfrey, and Mr AO Sulzberger.

(b) The Nomination Committee shall be made up of the following:-

- (i) the five longest serving Reuter Trustees from time to time\*;
- (ii) the Chairman for the time being of the Reuter Trustees, unless he is included by virtue of paragraph (i) above

Reuter Trustees -----	Date of first appointment -----	Nominated by -----
Mr K Morgan	09.05.84	
Dr CND Cole	09.05.84	Press Association
The Rt. Hon The Viscount Rothermere	09.05.84	NPA Nominees
Mr JEC Dicks	15.05.84	Press Association
Sir Gordon Linacre	18.02.86	NPA Nominees
Mr RJ Winfrey	01.11.87	Press Association
The Rt. Hon. The Lord Browne-Wilkinson	02.05.89	
Sir Frank Rogers	01.11.89	NPA Nominees
Mr EJM Turnbull	09.06.93	AAP Services
Sir Michael Checkland	03.02.94	
Mr AO Sulzberger	07.07.94	
Mr P Gyllenhammar	21.10.97	

(iii) one person appointed by each of the Press Association, NPA Nominees, NZPA and AAP Services unless, in the case of any of them, a Reuter Trustee included by virtue of paragraphs (i) or (ii) was nominated by them as a Reuter Trustee pursuant to any regulations of the Company which preceded the adoption of these regulations, in which event its power of appointment will not apply for so long as its nominee is so included\*;

(iv) two persons appointed by the Chairman for the time being of Reuters; and

(v) two persons appointed by the chairman of the Nomination Committee after consultation with the European Commission on Human Rights, such persons to be acceptable to the European Commission on Human Rights.

(c) The Chairman for the time being of the Reuter Trustees shall be the chairman of the Nomination Committee.

(d) The Nomination Committee shall, having regard to the requirements set out in this regulation 3, be entitled from time to time to nominate such persons to be Reuter Trustees as may be necessary to fill any vacancies in the number of Reuter Trustees. Proceedings of the Nomination Committee shall be in accordance with regulations 38 to 42.

(e) A person who is nominated as a Reuter Trustee or admitted to membership of the Company as such shall be an individual who the Nomination Committee believes:-

(i) is of high standing in the world in which his reputation was made; and

(ii) understands and subscribes to the Reuter Trust Principles.

and who does not hold office as a director or employee of the Reuters Group.

(f) The Reuter Trustees shall, at any time, include:-

(i) at least two persons who are resident in the United Kingdom; and

(ii) at least two persons who are resident outside the United Kingdom, other than in a country where English is generally regarded as the national language.

(g) Any resolution of the Nomination Committee to the effect that they have reasonable cause to believe any matter in pursuance of any provision of these regulations shall be conclusive and binding on all persons concerned.

(h) If one of the Three Newspaper Associations shall give a Distress Notice in accordance with the Deed of Mutual Covenant, or if the Company shall give a Distress Notice in respect of one of the Three Newspaper Associations in accordance with the Deed of Mutual Covenant, then the member of the Nomination Committee appointed by that Newspaper Association shall cease to be a member of the Nomination Committee and the Newspaper Association will cease to be entitled to appoint a member of the Nomination Committee.

4 Every nomination of a person to be a Reuter Trustee by the Nomination Committee and in accordance with regulation 3 above shall be subject to the approval of the Reuter Trustees (acting by a majority). Such approval shall not be unreasonably withheld or delayed.

FORMS OF NOMINATION, UNDERTAKING AND APPROVAL

5(a) Every nomination of a person to be a Reuter Trustee shall be effected by delivering at the Office a form of nomination signed by an authorised representative of the Nomination Committee, a form of undertaking signed and sealed by the person thereby nominated and a form of approval signed by the majority of the Reuter Trustees.

(b) Every such form of nomination shall be in the following form or in such other form as the Reuter Trustees (acting in the capacity of directors) may from time to time approve:-

"To: Reuters Founders Share Company Limited

The Nomination Committee hereby nominates .....

.....

.....

[full name and address of person nominated]

to be a member and director of Reuters Founders Share Company Limited as a Reuter Trustee pursuant to the powers in that behalf conferred on us by its Articles of Association.

Dated this ..... day of .....

Signed by ....."

(c) Every such form of undertaking shall be in the following form:-

"To: Reuters Founders Share Company Limited  
Reuters Group Plc

I.....

of .....

HEREBY UNDERTAKE that upon my becoming a Reuter Trustee (as defined in the Articles of Association of Reuters Founders Share Company Limited) and so long as I shall be a Reuter Trustee I shall exercise all the voting and other rights and powers vested in me as a Reuter Trustee to secure that:-

(a) the Reuter Trust Principles (as defined in the Memorandum of Association of Reuters Founders Share Company Limited) are generally observed by Reuters Group Plc and every subsidiary for the time being of Reuters Group Plc and by Reuters Founders Share Company Limited;

(b) every person duly nominated to be a Reuter Trustee in accordance with the Articles of Association of Reuters Founders Share Company Limited shall forthwith be admitted to membership of Reuters Founders Share Company Limited; and

(c) the provisions of the Articles of Association of Reuters Founders Share Company Limited relating to the nomination and admission of persons to be Reuter Trustees shall not be amended without your prior written consent.

IN WITNESS whereof I have hereunto set my hand this ..... day of .....

SIGNED as a DEED and DELIVERED }  
by the above-named .....  
in the presence of:-

Witness .....

Address .....

.....

Occupation ....."

(d) The nomination shall be accompanied by a form of approval in the following form or in such other form as the Reuter Trustees (acting in the capacity of directors) may from time to time approve:-

"To: Reuters Founders Share Company Limited

I/We.....

[name(s) of Reuter Trustees approving the nomination]

.....

being all or a majority in number of the Reuter Trustees hereby approve the nomination of

.....

.....

[full name and address of person nominated]

to be a member and director of Reuters Founders Share Company Limited pursuant to the powers in that behalf conferred on me/us by its Articles of Association.

Dated this ..... day of .....

Signed ....."

(e) If, and only if, a form of nomination which complies with paragraph (b) of this regulation, a form of undertaking which complies with paragraph (c) of this regulation and a form of approval which complies with paragraph (d) of this regulation, shall each have been delivered at the Office, the Secretary shall forthwith enter the name of the person so nominated in the register of members and the register of directors of the Company.

RETIREMENT AND RESIGNATION OF REUTER TRUSTEES AS MEMBERS AND  
DIRECTORS

6 (a) Each Reuter Trustee shall retire from membership of the Company and from office as director at the close of the Annual General Meeting commencing on or next after the fifth anniversary of his becoming or being renominated to be a member and director, unless he shall otherwise have ceased to be a Reuter Trustee.

(b) A Reuter Trustee retiring at an Annual General Meeting pursuant to paragraph (a) of this regulation shall be eligible for renomination as a member and director of the Company. A Reuter Trustee who is re-nominated and approved shall be reappointed as a member and director for a further term of five years, but a Reuter Trustee who is not renominated and approved shall cease to be a member and director of the Company at the close of such Annual General Meeting.

(c) Notwithstanding paragraphs (a) and (b) above, a Reuter Trustee shall retire from membership of the Company and from office as a director at the close of the Annual General Meeting commencing on, or the next after, the seventy-fifth anniversary of his birth, unless he shall otherwise have ceased to be a Reuter Trustee.

(d) Until the close of the Annual General Meeting of the Company in 2000, a Reuter Trustee retiring at an Annual General Meeting pursuant to paragraph (c) of this regulation shall be eligible for re-nomination for a further term of one, two or three years as a member and director of the Company. A Reuter Trustee who is re-nominated and approved shall be re-appointed as a member and director for such further term of one, two or three years. A Reuter Trustee who is re-nominated for a term less than three years may be re-nominated and re-appointed for a further term, always provided that a Reuter Trustee must retire at the close of the AGM commencing on, or the next after, the seventy-eighth anniversary of his birth, and may not be subsequently re-nominated.

(e) The provisions of this regulation 6 shall not, however, apply to The Rt. Hon. the Viscount Rothermere and to Dr CND Cole in each case for so long as he shall remain a Reuter Trustee.

7 Without prejudice to any other regulation in that regard, a Reuter Trustee shall forthwith cease to be a member and director of the Company and the Secretary shall delete his name from the register of members and the register of directors of the Company if:-

(a) he resigns his membership or directorship by writing under his hand left at the Office, or if he in writing offers to resign as a member and director and the Reuter Trustees (in the capacity of directors) resolve to accept such offer;

(b) he becomes a director or employee of Reuters or of any subsidiary from time to time of Reuters ;

(c) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;

(d) he becomes bankrupt or makes any arrangement or composition with his creditors generally;

(e) for any reason whatsoever he ceases to be a director of the Company;

(f) he shall for more than twelve consecutive months have been absent without permission of the remaining directors from meetings of the directors held during that period and the directors resolve that his office be vacated;

(g) he is, or may be, suffering from mental disorder and either:-

- (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention as for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs.

- 8 The Company may, by Ordinary Resolution of which special notice shall have been given in accordance with Section 379 of the Act, remove any Reuter Trustee from office as a director and from membership of the Company before the expiration of his period of office notwithstanding anything in these regulations.
- 9 On any resolution to remove a Reuter Trustee from office as a director each Reuter Trustee (other than the Reuter Trustee to whom the resolution relates) shall be entitled, if he votes against the resolution, to a total number of votes which is one more than the total number of votes which may be cast in favour of the resolution.

#### GENERAL MEETINGS

- 10 The company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Reuter Trustees (in the capacity of directors) shall appoint.
- 11 Every General Meeting other than an Annual General Meeting shall be held at such time and place as the Reuter Trustees (in the capacity of directors) shall appoint and the notice calling the meeting shall specify it as an Extraordinary General Meeting.
- 12 Any one or more of the Reuter Trustees (in the capacity of directors) may, whenever they think fit, convene an Extraordinary General Meeting.

#### NOTICE OF GENERAL MEETINGS

- 13 An Annual General Meeting and a General Meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and any other General Meeting of the Company shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and hour of meeting and, in the case of special business, the general nature of that business and shall be given, in accordance with regulation 52 to the Reuter Trustees Provided that a General Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this regulation, be deemed to have been duly called if it is so agreed by all the Reuter Trustees (in the capacity of members).

#### PROCEEDINGS OF REUTER TRUSTEES AT GENERAL MEETINGS

- 14 All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Reuter Trustees (in the capacity of directors) and the auditors, and the appointment of and the fixing of the remuneration of the auditors.
- 15 No business shall be transacted at any General Meeting or at any adjourned General Meeting unless a quorum of Reuter Trustees is present at the time when the meeting proceeds to business;



two Reuter Trustees present in person or by proxy shall be a quorum at any General Meeting or at any adjourned General Meeting.

- 16 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Reuter Trustees (in the capacity of directors) may determine.
- 17 The Chairman of the Reuter Trustees, if any, shall preside as chairman at every General Meeting of the Company, or, if there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Reuter Trustees present (in the capacity of members) shall elect one of their number to be chairman of the meeting.
- 18 The chairman of a General Meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by such a meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a General Meeting is adjourned for more than thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 19
  - (a) At any General Meeting a resolution put to the vote of the meeting shall be decided on a poll, on which every Reuter Trustee who is present in person or by proxy shall (subject to regulation 23) have one vote. In the case of an equality of votes the chairman of the meeting shall not have a casting vote.
  - (b) Except as provided in paragraph (c) of this regulation, a poll shall be taken in such manner as the chairman of the meeting directs, and the result of the poll shall be deemed to be a resolution of the meeting.
  - (c) A poll on the election of a chairman of the meeting, or on a question of adjournment, shall be taken forthwith. A poll on any other question shall be taken at such time as the chairman of the meeting directs, and any other business may be proceeded with pending the taking of the poll.
  - (d) All business may be transacted at a General Meeting in accordance with, and subject to, these regulations, notwithstanding that the number of Reuter Trustees from time to time may be less than fourteen.
- 20 On a poll at a General Meeting votes may be given either personally or by proxy.
- 21
  - (a) A proxy shall be a Reuter Trustee; and the appointment of any person other than a Reuter Trustee to be a proxy shall be invalid.
  - (b) An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Reuter Trustees (in the capacity of directors) may approve and shall be signed by the appointer or his attorney, but the signature on such instrument need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointer by an attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to paragraph (c) of this regulation, failing which the instrument may be treated as invalid.
  - (c) An instrument appointing a proxy must be left at the Office at any time before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) at any time before the time appointed for the taking of the poll at which it is to be used and in default shall not be treated as valid. The instrument shall, unless the contrary is stated thereon, be valid as well for any

adjournment of the meeting as for the meeting to which it relates. An instrument of proxy relating to more than one meeting (including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered for the purposes of any subsequent meeting to which it relates.

(d) A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made: provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Office before the commencement of the meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) before the time appointed for the taking of the poll at which the vote is cast.

(e) A proxy shall have one vote for each Reuter Trustee for which he is proxy in addition to his own vote as a Reuter Trustee.

- 22 A resolution in writing executed by or on behalf of all the Reuter Trustees (in the capacity of members) from time to time shall be as effectual as if it had been passed at a General Meeting of the Company duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more Reuter Trustees.

#### VOTES AT GENERAL MEETINGS

- 23 At a General Meeting every Reuter Trustee (in the capacity of a member) shall have one vote, save that, in the event of a resolution being proposed at any General Meeting of the Company to alter or remove Clause 3 of the Memorandum of Association, to amend the Articles of Association of the Company, or to wind up the Company voluntarily, each Reuter Trustee shall be entitled, if he votes against the resolution, to a total number of votes which is one more than the total number of votes which may be cast in favour of the resolution.

#### DIRECTORS

- 24 The directors of the Company shall be the Reuter Trustees for the time being. No person shall be capable of being appointed a director other than a Reuter Trustee.
- 25 Any person who ceases to be a member of the Company shall, ipso facto, cease to be a director.

#### POWERS, DUTIES AND FUNCTIONS OF REUTER TRUSTEES AS DIRECTORS

- 26 (a) Subject to the provisions of the Act, the Memorandum and Articles of Association and to any directions given by special resolution, the business of the Company shall be managed by the Reuter Trustees (in the capacity of directors), who may exercise all the powers of the Company.

(b) In the performance of their duties as directors, the Reuter Trustees shall:-

(i) be entitled, at the invitation of the Reuters Directors, to attend meetings of the Reuters Directors and to confer with the Reuters Directors, and generally be available to act in a consultative capacity with the Reuters Directors;

(ii) be entitled to receive from the Reuters Directors periodical reports of the activities of the Reuters Group, and be entitled to make such representations (if any) to the Reuters Directors on matters of general interest affecting the Reuters Group, as the Reuter Trustees may from time to time think fit; and

(iii) generally act in accordance with the Reuter Trust Principles and endeavour to ensure in so far as they are able to do so by the proper exercise of the powers from time to time vested in them (including the exercise of the Founders Share Rights) that the Reuter Trust Principles are complied with.

- 27 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Reuter Trustees (in the capacity of directors) shall from time to time by resolution determine.
- 28 The Reuter Trustees shall (in the capacity of directors) cause minutes to be made in books provided for the purpose:-
- (a) of the names of the Reuter Trustees present at each meeting of the Reuter Trustees (whether in the capacity of members or in the capacity of directors); and
- (b) of all resolutions and proceedings at all General Meetings of the Company and all meetings of the Reuter Trustees in the capacity of directors.
- 29 The Reuter Trustees (in the capacity of directors) may delegate any of their powers other than those set out in regulations 30 and 31 below to any committee consisting of two or more Reuter Trustees (in the capacity of directors). Any such delegation may be made subject to any conditions the Reuter Trustees (in the capacity of directors) may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the regulations relating to the proceedings of directors so far as they are capable of applying.

#### EXERCISE OF THE FOUNDERS SHARE RIGHTS AND DISTRESS NOTICES

- 30 (a) For the purposes of this regulation:-
- (i) where a person would in accordance with Part VI of the Act (as in force at 29 February 1984, the date of incorporation of Reuters Holdings Plc, notwithstanding any later repeal, amendment or re-enactment thereof) and/or regulation F15 of the Articles of Association of Reuters be taken to be interested in shares in which another person is interested or would in accordance therewith be taken to be interested, such other person shall be deemed to be his associate;
- (ii) in addition, two or more persons shall be deemed to be associates if there are, in the opinion of the Reuter Trustees (in the capacity of directors), reasonable grounds for believing that they have or are attempting to obtain Control pursuant (either wholly or in part) to some arrangement between them;
- (iii) arrangement means any agreement, understanding or arrangement of any kind, whether formal or tacit, and whether or not legally binding other than the 1984 Deed of Mutual Covenant and the Deed of Mutual Covenant;
- (iv) "Control" means the ability to control the exercise of 30 per cent or more of the votes which can be cast on a poll at a General Meeting of Reuters (disregarding the Founders Share Rights and disregarding any suspension of the voting rights of any shares pursuant to the Act or the Articles of Association of Reuters ).
- (b) If any Reuter Trustee becomes aware of any facts which might lead to the Reuter Trustees taking the view that a person and his associates (if any) has or have obtained or is or are attempting to obtain, directly or indirectly, Control, he shall without delay inform the other Reuter Trustees of such facts and summon or require the Secretary to summon (and the Secretary shall forthwith summon) a meeting of the Reuter Trustees (in the capacity of directors).
- (c) If the Reuters Directors shall give written notice of such facts as aforesaid to the Company, then the Secretary shall without delay inform the Reuter Trustees of such facts and shall forthwith summon a meeting of the Reuter Trustees (in the capacity of directors).

(d) If there are, in the opinion of a majority of the Reuter Trustees present at any meeting of the Reuter Trustees summoned as aforesaid (and whether information regarding such facts has been sent to all the Reuter Trustees or not), reasonable grounds for believing that any person and his associates (if any) has or have obtained or is or are attempting to obtain, directly or indirectly, Control then:

(i) any one or more of the Reuter Trustees or the Secretary shall serve or cause to be served at the registered office of Reuters a notice in writing (hereinafter called a "Founders Share Control Notice"), signed by any one or more of the Reuter Trustees, to the effect that the Company is of that opinion; and

(ii) the Reuter Trustees present at such meeting shall decide on the manner in which the Founders Shares Rights shall be exercised in order to ensure that the Reuter Trustee Principles are complied with.

(e) If at any time after the service of a Founders Share Control Notice, the Reuter Trustees (in the capacity of directors) shall pass by a majority (the Chairman to have a casting vote in the event of equality of votes), a resolution to the effect that in the opinion of the Reuter Trustees no person or no person and his associates has or have obtained or is or are attempting to obtain, directly or indirectly, Control then the Reuter Trustees shall as soon as practicable thereafter (provided that they are still of that opinion) serve or cause to be served at the registered office of Reuters a notice in writing, signed by any one or more of the Reuter Trustees, rescinding such Founders Share Control Notice, but the service of any such notice in writing pursuant to and in accordance with this paragraph (e) (in this regulation called a "Rescission Notice") shall be without prejudice to the entitlement of the Company subsequently to serve or cause to be served at the registered office of Reuters another Founders Share Control Notice pursuant to and in accordance with paragraph (d) above.

(f) In deciding whether in the opinion of the Reuter Trustees there are reasonable grounds for believing that any person and his associates (if any) has or have obtained or is or are attempting to obtain, directly or indirectly, Control, a Reuter Trustee shall be precluded from voting if the Reuter Trustees present at the meeting in question (other than such Reuter Trustee) are of the unanimous opinion that such Reuter Trustee:-

(i) is a person who with his associates (if any) has or have obtained or is or are attempting to obtain, directly or indirectly, Control; or

(ii) has a material financial interest in an arrangement in which any such person and his associates (if any) is or are interested.

Such Reuter Trustee shall be counted in the quorum at the meeting notwithstanding that his vote is disregarded.

(g) If any Reuter Trustee becomes aware of any facts which might lead to the Reuter Trustees taking the view that a Distress Notice should be given in respect of one of the Newspaper Associations and to the best of the knowledge and belief of that Reuter Trustee such Newspaper Association has not given a Distress Notice in accordance with the Deed of Mutual Covenant, then he shall without delay inform the other Reuter Trustees of such facts and summon or require the Secretary to summon and the Secretary shall forthwith summon a meeting of the Reuter Trustees (in the capacity of directors). If in the opinion of the majority of the Reuter Trustees present at such meeting (the Chairman to have a casting vote in the event of equality of votes), and whether information regarding such facts has been sent to all the other Reuter Trustees or not a Distress Notice should be given in respect of one of the Newspaper Associations then the Company shall give such a Distress Notice in accordance with the Deed of Mutual Covenant.

31 If the Company receives notice or any Reuter Trustee receives information that any resolution the passing of which by the requisite majority of votes, would be, or would be deemed by the Articles of Association of Reuters to be, a variation or abrogation of the rights attached to the Founders Share (in this regulation referred to as a "relevant resolution") is to be proposed at a General Meeting of Reuters :-

(i) a meeting of the Reuter Trustees (in the capacity of directors) shall , unless the Reuter Trustees unanimously determine otherwise, be summoned by the Secretary or by any Reuter Trustee;

(ii) a resolution proposed at the meeting of the Reuter Trustees that the voting rights attached to the Founders Share be exercised to defeat a relevant resolution shall be passed if two or more Reuter Trustees (whether in a minority or not) shall have voted in favour of the resolution;

(iii) if such resolution shall be passed then any one of the Reuter Trustees or the Secretary shall be, or shall be deemed to have been, authorised to act as the representative of the Company at the General Meeting of Reuters at which the relevant resolution is to be proposed in accordance with Section 375(1)(a) of the Act; and

(iv) any person authorised or deemed to have been authorised to act as the representative of the Company shall be bound to exercise the voting rights attached to the Founders Share in accordance with the resolution passed by the Reuter Trustees.

#### PROCEEDINGS OF REUTER TRUSTEES AS DIRECTORS

32 The Reuter Trustees acting as directors of the Company may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall (subject to regulation 31) be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall not have a casting vote, except as specified in regulation 30. A Reuter Trustee may at any time summon a meeting of the Reuter Trustees (in the capacity of directors), and the Secretary shall do so on the requisition of a Reuter Trustee at any time.

33 (a) Any Reuter Trustee may at any time, by an instrument in writing under his hand and deposited at the Office or delivered at a meeting of the Reuter Trustees as directors, and in his capacity of director, appoint another Reuter Trustee to be his alternate and may in like manner at any time terminate such appointment. The appointment of any person other than a Reuter Trustee to be an alternate shall be invalid.

(b) An alternate shall cease to be an alternate if his appointor ceases to be a Reuter Trustee, but if a Reuter Trustee retires and is reappointed at the General Meeting at which he retires, any appointment of an alternate made by him which was in force immediately prior to his retirement shall continue after his reappointment.

(c) An alternate appointed by a Reuter Trustee shall be entitled to vote as a director of the Company at any meeting of the Reuter Trustees (as directors of the Company) at which the Reuter Trustee appointing him is not personally present, and generally at such meeting to perform all functions of his appointor as a Reuter Trustee in addition to his own functions as a Reuter Trustee. If he attends any such meeting as an alternate for more than one Reuter Trustee, his voting rights shall be cumulative in addition to his own vote. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability, his signature to any resolution in writing of the Reuter Trustees acting as directors of the Company shall be effective in place of the signature of his appointor.

34 The quorum necessary for the transaction of business at a meeting of the Reuter Trustees acting as directors of the Company shall be two.

- 35 The continuing Reuter Trustee or Reuter Trustees may act (in the capacity of directors) notwithstanding any vacancy in their body, but if the number of Reuter Trustees (in the capacity of directors) is less than the number fixed as the quorum, the continuing Reuter Trustee or Reuter Trustees may act only for the purpose of filling vacancies or of calling a general meeting.
- 36 The Reuter Trustees may (in the capacity of directors) elect a chairman of their meetings who is the Chairman of the Reuter Trustees and determine the period for which he is to hold office; but, if no such chairman is elected or if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the same, the Reuter Trustees present may choose one of their number to be chairman of the meeting.
- 37 A resolution in writing, signed by all the Reuter Trustees from time to time (in the capacity of directors), shall be as effectual as if it had been passed at a meeting of the Reuter Trustees or (as the case may be) a committee of Reuter Trustees (in the capacity of directors) duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more of such Reuter Trustees.

#### MEETINGS AND PROCEEDINGS OF THE NOMINATION COMMITTEE

- 38 The members of the Nomination Committee may meet together, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the event of an equality of votes, the chairman of the meeting shall have a casting vote. Meetings shall be summoned by the chairman of the Nomination Committee who shall also direct when business is to be transacted by written resolution in accordance with regulation 41 below.
- 39 The quorum necessary for the transaction of business at a meeting of the Nomination Committee shall be five.
- 40 The chairman of the Nomination Committee shall be the Chairman for the time being of the Reuter Trustees; however, if at any meeting the chairman is not present within fifteen minutes after the time appointed for holding the same, the members of the Nomination Committee present may choose one of their number to be chairman of the meeting.
- 41 A resolution in writing, executed by or on behalf of all the members of the Nomination Committee from time to time, shall be as effectual as if it had been passed at a meeting of the Nomination Committee duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more members of the Nomination Committee.
- 42 The members of the Nomination Committee shall be entitled to be paid all travelling, hotel and other reasonable expenses incurred in attending and returning from all meetings of the Nomination Committee and in carrying on the functions of the Nomination Committee. The members of the Nomination Committee shall not be entitled to any remuneration.

#### VALIDITY OF ACTS BY THE REUTER TRUSTEES

- 43 All acts done by any meeting of the Reuter Trustees or (as the case may be) a committee of Reuter Trustees (whether in the capacity of directors or in the capacity of members), or by any person acting as a Reuter Trustee in whatever capacity, shall, notwithstanding that it be afterwards discovered that there was some defect in the nomination, approval, or appointment of any such Reuter Trustee or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly nominated, approved (if applicable) and appointed and was qualified to be, and was, a Reuter Trustee.

#### SECRETARY

- 44 Subject to the provisions of the Act, the Secretary shall be appointed by the Reuter Trustees (acting in the capacity of directors) for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them (acting in such capacity).
- 45 A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Reuter Trustee and the Secretary, shall not be satisfied by its being done by or to the same person acting both as a Reuter Trustee and as, or in place of, the Secretary.

#### THE SEAL

- 46 The Reuter Trustees (acting in the capacity of directors) shall provide for the safe custody of the Seal, which shall only be used by the authority of the Reuter Trustees (acting in such capacity), and every instrument to which the Seal shall be affixed shall be signed by a Reuter Trustee (acting in the capacity of a director) and shall be countersigned by the Secretary or by a second Reuter Trustee (acting in such capacity) or by some other person authorised by the Reuter Trustees (acting in the capacity of directors) for the purpose.

#### ACCOUNTS

- 47 The Reuter Trustees shall (in the capacity of directors) cause accounting records to be kept in accordance with the Acts.
- 48 The accounting records shall be kept at the Office or, subject to the Act, at such other place or places as the Reuter Trustees (in the capacity of directors) think fit.
- 49 The Reuter Trustees shall from time to time in accordance with the Act cause to be prepared and laid before the Company in General Meeting such income and expenditure accounts, balance sheets and reports as are required by the Act in relation to the Company.
- 50 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report and Report of the Reuter Trustees (in the capacity of directors) shall not less than twenty-one days before the date of the meeting be sent to every Reuter Trustee, provided that this regulation shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

#### AUDIT

- 51 Auditors shall be appointed and their duties regulated in accordance with the Act.

#### NOTICES

- 52 Any notice or document may be served on or delivered to any Reuter Trustee (whether in the capacity of a member or a director) by the Company either personally or by sending it by mail, postage paid, or by telegraph, telex or facsimile to that Reuter Trustee at his registered address or to the address supplied by him to the Company as his address for the service of notices or by delivering it to such address as aforesaid. Any such notice or document posted in the United Kingdom to an address outside the United Kingdom, Channel Islands, Isle of Man and Republic of Ireland shall be sent by airmail. Any such notice or document shall be deemed to have been duly served or delivered in the case of post on the same day of the next week and in the case of telegraph, telex and facsimile on the next following day.
- 53 Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

(a) every Reuter Trustee; and

(b) the Auditors from time to time of the Company.

No other person shall be entitled to receive notices of General Meetings.

- 54 The accidental omission to give notice of a General Meeting or a directors' meeting to, or the non-receipt of notice of any such meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### EXPENSES OF THE REUTER TRUSTEES

- 55 The Reuter Trustees shall be entitled to be paid all travelling, hotel and other reasonable expenses incurred in attending and returning from all meetings of the Reuter Trustees as directors and members of the Company and in carrying on the functions of the Company (including but without limitation) the exercise of the rights, powers and duties exercisable by the Company and by the Reuter Trustees. The Reuter Trustees shall not be entitled to any remuneration save that the Chairman of the Reuter Trustees shall, with effect from 1 January 1993, be entitled to be paid a fee at the rate of #20,000 per annum, accruing from day to day, during the period for which he holds such office and such fee shall, for the avoidance of doubt, be disregarded for the purposes of regulation 3.



18 February 1998

THE PRESS ASSOCIATION LIMITED

and

NPA NOMINEES LIMITED

and

AAP INFORMATION SERVICES PROPRIETARY LIMITED

and

NEW ZEALAND PRESS ASSOCIATION LIMITED

and

REUTERS FOUNDERS SHARE COMPANY LIMITED

and

REUTERS GROUP PLC

DEED OF MUTUAL COVENANT

This DEED OF MUTUAL COVENANT is made the 18 day of February 1998  
BETWEEN:

- (1) THE PRESS ASSOCIATION LIMITED (No. 4197) (the "PRESS ASSOCIATION"), a company incorporated in England whose registered office is at 85 Fleet Street EC4P 4BE;
- (2) NPA NOMINEES LIMITED (No. 1781639 ("NPA NOMINEES")), a company incorporated in England whose registered office is at 34 Southwark Bridge Road, London SE1 9EU;
- (3) AAP INFORMATION SERVICES PROPRIETARY LIMITED ("AAP SERVICES"), a company incorporated in the state of Victoria, Australia whose registered office is at 351 Collins Street, Melbourne, Victoria, Australia;
- (4) NEW ZEALAND PRESS ASSOCIATION LIMITED ("NEW ZEALAND PRESS ASSOCIATION"), a company incorporated in New Zealand whose registered office is at Newspaper House, 93 Boulcott Street, PO Box 1599, Wellington, New Zealand;
- (5) REUTERS FOUNDERS SHARE COMPANY LIMITED (No. 1812511) (the "FOUNDERS SHARE COMPANY"), a company incorporated in England whose registered office is at 85 Fleet Street, London EC4P 4AJ; and
- (6) REUTERS GROUP PLC (No. 329675) ("REUTERS GROUP"), a company incorporated in England whose registered office is at 85 Fleet Street, London EC4P 4AJ on its own behalf and on behalf of Reuters Holdings Plc.

WHEREAS:

- (A) By an Agreement called an "Agreement of Trust" dated 9 July 1953 (as subsequently amended) and made between the Press Association, The Newspaper Proprietors Association Limited (now called The Newspaper Publishers Association Limited), Australian Associated Press and the New Zealand Press Association (the "1953 AGREEMENT"), the parties thereto agreed (as the holders of all the stock of Reuters Limited then in issue) to comply with the principles set out in it in respect of their holdings of stock in Reuters Limited.
- (B) The parties (in (A) above) entered into a deed of mutual covenant dated 9 May 1984 following the reconstruction of Reuters Limited and the acquisition of the whole of its issued voting share capital by Reuters Holdings in order to record the terms on which they agreed to

ensure that the Reuter Trust Principles (as defined in this Agreement) were complied with and the terms upon which the 'A' Shares (as defined in that Deed) in Reuters Holdings were to be held.

- (C) The Founders Share Company is a company limited by guarantee not having a share capital whose objects as amended by special resolution passed on 18 December 1997 include holding the Founders Share (as defined in this Deed) and entering into the 1984 Deed of Mutual Covenant (and all subsequent alterations of, additions to or substitutions for it).
- (D) The deed of mutual covenant (in (B) above) was subsequently amended by a Supplemental Deed dated 31 January 1989 (the "FIRST SUPPLEMENTAL DEED"); by a Supplemental Deed 31 March 1989 (the "SECOND SUPPLEMENTAL DEED"); by a Supplemental Deed dated 26 October 1989 (the "THIRD SUPPLEMENTAL DEED"); by a Supplemental Deed dated 26 April 1984 (the "FOURTH SUPPLEMENTAL DEED"); and by a Supplemental Deed dated 18 July 1985 (the "FIFTH SUPPLEMENTAL DEED") (together the "1984 DEED OF MUTUAL COVENANT").

(E) The parties have agreed to enter into this Deed as part of the re-organisation of Reuters Holdings whereby the issued voting share capital of Reuters Holdings will be cancelled through a scheme of arrangement (the "SCHEME") under Section 425 of the Companies Act 1985 (as amended) (the "ACT"). In return for the cancellation of such shares, cash and shares in Reuters Group will be issued to the shareholders of Reuters Holdings and the current arrangements in connection with the Founders Share held by the Founders Share Company will be replicated in the Articles of Association of Reuters Group and in this Deed.

(F) The amendments made by the First, Second, Third, Fourth and Fifth Supplemental Deeds will be consolidated in this Deed.

NOW THIS Deed WITNESSES as follows:

1. INTERPRETATION

1.1 In this Deed, the Reuter Trust Principles mean:-

- (a) that Reuters shall at no time pass into the hands of any one interest, group or faction;
- (b) that the integrity, independence and freedom from bias of Reuters shall at all times be fully preserved;
- (c) that Reuters shall supply unbiased and reliable news service to newspapers, news agencies, broadcasters and other media subscribers and to businesses, governments, institutions, individuals and others with whom Reuters has or may have contracts;
- (d) that Reuters shall pay due regard to the many interests which it serves in addition to those of the media; and
- (e) that no effort shall be spared to expand, develop and adapt the news and other services and products of Reuters so as to maintain its leading position in the international news and information business.

1.2 In this Deed (including in the Recitals), the following words and expressions have the meanings set out opposite them unless the context otherwise requires:-

THE ASSOCIATIONS means the Press Association, NPA Nominees, AAP Services and New Zealand Press Association

CHANGE OF CONTROL means a change or changes (whether as a result of a single action or event or a series of actions or events) whereby the ability to control the board of directors of an Association (including the ability to control, appoint or remove a majority of such directors) is acquired by or becomes vested in persons other than the present members of that Association and their respective Affiliates for the time being

DISTRESS NOTICE means a notice of the occurrence of a Relevant Event given pursuant to Clause 5.5, 5.6 or 5.7 by (or on behalf of) one of the Associations or by the Founders Share Company in respect of any of them

FORM OF UNDERTAKING means a Deed in the form set out in the Appendix to this Deed

FOUNDERS SHARE means the Founders Share of #1 of Reuters Group

THE FOUNDERS SHARE COMPANY'S ARTICLES means the Articles of Association of the Founders Share Company, as altered from time to time

THE FOUNDERS SHARE COMPANY BANK ACCOUNT means a bank account in the name of "Reuters Founders Share Company Limited" with a United Kingdom clearing bank nominated by the Founders Share Company from time to time

FUNDAMENTAL CHANGE means a change or changes (whether as a result of a single action or event or a series of actions or events) whereby NPA or a Newspaper Association ceases to be an entity whose principal business (for this purpose disregarding any shares in Reuters Group owned by that person) concerns the representation of the interests of and/or the provision of news agency services to the national and/or regional and/or provincial newspaper publishing industries in the United Kingdom and Ireland, in Australia or in New Zealand (as the case may be)

NEWSPAPER ASSOCIATION means one of the Three Newspaper Associations

NOMINATION COMMITTEE means the committee which, in accordance with the Founders Share Company's Articles, is responsible for nominating Reuter Trustees for appointment

NPA means The Newspaper Publishers' Association Limited

THE OFFICE means the registered office of Reuters Group from time to time

THE OPERATIVE DATE means the date on which this Deed takes effect in accordance with the provisions of Clause 2

REUTER TRUSTEES means the persons who are members and directors of the Founders Share Company from time to time

REUTERS means Reuters Group and every subsidiary of Reuters Group from time to time supplying news services

REUTERS HOLDINGS means Reuters Holdings PLC

REUTERS GROUP'S ARTICLES means the Articles of Association of Reuters Group, as altered from time to time

THE THREE NEWSPAPER ASSOCIATIONS means the Press Association, AAP Services and New Zealand Press Association

WHOLLY OWNED SUBSIDIARY means a wholly owned subsidiary within the meaning of section 736 of the Companies Act 1985.

1.3 In this Deed, the expression "Relevant Event" means:-

- (a) in relation to each of the companies referred to in this Clause 1.3:-
  - (i) the appointment of a receiver in respect of all or a substantial part of its assets; or
  - (ii) the making of an order by a court of competent jurisdiction for the compulsory winding-up of the company;
- (b) in relation to the Press Association:-
  - (i) a Change of Control; or
  - (ii) a Fundamental Change;
- (c) in relation to NPA, a Fundamental Change;
- (d) in relation to AAP Services:-
  - (i) a Change of Control;

- (ii) a Fundamental Change; or
- (e) in relation to New Zealand Press Association:-
  - (i) a Change of Control; or
  - (ii) a Fundamental Change.

1.4 In this Deed, bodies corporate shall be taken to be Affiliates of one another if:-

- (a) one is a wholly owned subsidiary of the other; or
- (b) they are both wholly owned subsidiaries of a third body corporate.

1.5 Words or expressions used in this Deed in the masculine gender and/or singular form include these words or expressions in the feminine or neuter gender and plural form (as the case may be), and in each case vice versa.

1.6 In this Deed, words denoting persons include bodies corporate.

1.7 Neither the table of contents of nor the headings in this Deed affect its interpretation.

1.8 Unless otherwise indicated, references to Clauses and the Appendix in this Deed are references to Clauses and the Appendix of this Deed.

1.9 In this Deed, any reference to any statute or statutory provision (other than section 736 of the Companies Act 1985) shall be construed as including a reference to any statutory modification or re-enactment thereof from time to time in force.

1.10 No provision of this Deed shall be construed as having the effect of preventing any of the parties from engaging in any trade or business in competition with Reuters Group or any subsidiary thereof or with any of the other parties hereto or of imposing any obligation on any of the parties to take, buy or accept or otherwise acquire the goods or services of any of the parties or of any of its subsidiaries.

1.11 The written consent of the Founders Share Company shall be deemed to have been given for any of the purposes of this Deed if, and only if, a certificate signed on behalf of the Founders Share Company by not less than two of the Reuter Trustees shall have been received at the Office confirming that a resolution giving the consent in question has been duly passed at a meeting of the Reuter Trustees (in their capacity as directors of the Founders Share Company) or by written resolution of the Reuter Trustees (in their capacity as directors of the Founders Share Company) pursuant to Regulation 37 of the Founders Share Company's Articles.

1.12 References in this Deed to Regulation numbers of Reuters Group's Articles and of the Founders Share Company's Articles are to the Regulations bearing that number at the date of this Deed.

## 2 OPERATIVE DATE

The provisions of this Deed shall take effect at such time as the Scheme becomes effective (the "OPERATIVE DATE"). The Scheme will become effective as soon as an office copy of the order of the High Court in England and Wales sanctioning the Scheme under Section 425 of the Act and confirming under Section 137 of the Act the reduction of capital provided for by the Scheme shall have been delivered to the Registrar of Companies in England and Wales for registration and, in the case of the confirmation of the reduction of capital, registered by him.

### 3 TERMINATION OF PRIOR AGREEMENTS

On the Operative Date the 1984 Deed of Mutual Covenant shall automatically terminate and be of no further effect save for any obligations of Reuters Holdings under Paragraph 5 of Part II of the Second Schedule to the Second Supplemental Deed ("Indemnities and Administrative Services") arising prior to the Operative Date.

### 4 REUTER TRUST PRINCIPLES

- 4.1 Each of the Associations, being resolved to safeguard the principles, the character and the reputation of Reuters, severally covenants with the other Associations severally and with the Founders Share Company and Reuters Group severally to use its best endeavours (subject as provided in Clauses 1.10, 4.3 and 4.4) to ensure that the Reuter Trust Principles are complied with.
- 4.2 Each of the Founders Share Company and Reuters Group severally covenants with each of the Associations severally to use its best endeavours (subject as provided in Clause 4.4) to ensure that the Reuter Trust Principles are complied with.
- 4.3 The obligations of each of the Associations under Clause 4.1 shall be deemed to have been satisfied by the proper discharge by each of the Associations of their respective obligations under Clause 5 in order to ensure (in so far as by the proper exercise of such rights and the proper discharge of such obligations each such party is respectively able to do so without incurring any expenditure or pecuniary liability) that the Reuter Trust Principles are complied with.
- 4.4 No party to this Deed shall be obliged by the provisions of this Clause 4 to purchase or subscribe or otherwise to acquire, or to sell, transfer or otherwise dispose of, or deal in any manner in shares or other securities of Reuters Group or to refrain from doing any such thing.

### 5 APPOINTMENT OF REUTER TRUSTEES

- 5.1 Each of the Three Newspaper Associations severally covenants with each other of the Three Newspaper Associations severally and with NPA Nominees, the Founders Share Company and Reuters Group severally to exercise its respective rights under the Founders Share Company's Articles to appoint one person to be a member of the Nomination Committee from time to time.
- 5.2 Subject to the provisions of Clause 5.9, NPA Nominees covenants with each of the Three Newspaper Associations severally and with the Founders Share Company and Reuters Group severally to exercise its right under the Founders Share Company's Articles to appoint one person to be a member of the Nomination Committee from time to time in accordance with the directions in writing of NPA.
- 5.3 The Founders Share Company covenants with each of the Three Newspaper Associations severally and with NPA Nominees and Reuters Group severally that no person shall be admitted to membership of the Founders Share Company unless he shall first have executed and delivered a Form of Undertaking.
- 5.4 The Founders Share Company covenants with each of the Three Newspaper Associations severally and with NPA Nominees that, subject to the provisions of Clause 5.8, every person duly nominated and approved as a Reuter Trustee in accordance with the Founders Share Company's Articles and the provisions of this Deed shall be admitted to membership and become a director of the Founders Share Company forthwith upon execution under seal and delivery by such person of a Form of Undertaking.
- 5.5 Each of the Three Newspaper Associations severally covenants with each other of the Three Newspaper Associations severally and with NPA Nominees, the Founders Share Company and Reuters Group severally that it will give a Distress Notice forthwith to each of them if a Relevant Event shall occur in respect of it.

- 5.6 Subject to the provisions of Clause 5.9, NPA Nominees covenants with each of the Three Newspaper Associations severally and with the Founders Share Company and Reuters Group severally that it will give a Distress Notice forthwith to each of them if NPA directs it in writing so to do by reason of a Relevant Event having occurred in respect of NPA.
- 5.7 The Founders Share Company shall, if it has by resolution of the Reuter Trustees in accordance with Regulation 30(i) of the Founders Share Company's Articles so resolved, give a Distress Notice to each of the Three Newspaper Associations, NPA Nominees and Reuters Group that a Relevant Event has occurred in respect of one of the Newspaper Associations.
- 5.8 If a Distress Notice is duly given by one of the Three Newspaper Associations, or by the Founders Share Company in respect of any of the Three Newspaper Associations then if the Distress Notice is given by (or by the Founders Share Company in respect of) any of the Three Newspaper Associations the obligations of that Newspaper Association under Clause 5.1 shall cease.
- 5.9 If:-
- (a) NPA shall fail (for whatever reason) to give a direction in writing to NPA Nominees with respect to the appointment of a person to the Nomination Committee; or
  - (b) a Distress Notice is duly given by NPA Nominees, or by the Founders Share Company, in respect of NPA:
- then:-
- (i) the provisions of Clause 5.2 and Clause 5.6 shall forthwith cease to have effect; and
  - (ii) the provisions of Clause 5.10 shall forthwith take effect.
- 5.10 Subject to the provisions of Clause 5.9, NPA Nominees covenants with each of the Three Newspaper Associations severally and with the Founders Share Company and Reuters Group severally to exercise its rights under the Founders Share Company's Articles to appoint one person to be a member of the Nomination Committee from time to time.
- 5.11 The giving of a Distress Notice by any of the Associations, or by the Founders Share Company in respect of any of them, shall not prejudice any right or remedy of any party to this Deed against such person.

## 6 ADDITIONAL COVENANTS WITH THE FOUNDERS SHARE COMPANY

- 6.1 Reuters Group covenants with the Founders Share Company that its Board of Directors and the respective Boards of Directors of its wholly owned subsidiaries will in the performance of their respective functions have due regard to the Reuter Trust Principles and to the rights and duties of the Reuter Trustees set out in the Founders Share Company's Articles in so far as by the proper exercise of their respective powers by such Boards of Directors and in accordance with the other duties of directors those principles are capable of being observed by such Boards of Directors.
- 6.2 Reuters Group covenants with the Founders Share Company that it will forthwith give to the Founders Share Company full particulars of every inscription made in its registers of interests in shares and their associated indexes (if any) kept in accordance with section 211 of the Companies Act 1985 and Regulation F.15 of Reuters Group's Articles and that it will forthwith upon request by the Founders Share Company give to the Founders Share Company a copy or copies of such registers and/or indexes or any part or parts thereof.
- 6.3 Each of the Associations severally covenants, and Reuters Group covenants, with the Founders Share Company that it will give notice to the Founders Share Company of any single action or event or series of

actions or events which become known to it and which, in the opinion of such Association or of Reuters Group, as the case may be, would or might result in a breach of the Reuter Trust Principles.

## 7 INDEMNITIES AND ADMINISTRATIVE SERVICES

- 7.1 Reuters Group covenants with the Founders Share Company (both for the benefit of the Founders Share Company and as trustee for the Reuter Trustees from time to time) that Reuters Group will pay into the Founders Share Company Bank Account on demand all such sums of money as the Founders Share Company shall from time to time certify are required by it:-
- (a) to indemnify the Reuter Trustees in respect of their travelling, hotel and other reasonable expenses incurred in attending and returning from all meetings of the Reuter Trustees as directors and members of the Founders Share Company and in carrying on the functions of the Founders Share Company, including (but without limitation) the exercise of the rights, powers and duties exercisable by the Founders Share Company and by the Reuter Trustees;
  - (b) to indemnify the Founders Share Company in respect of all disbursements, fees and expenses which have been incurred or paid or will or may become liable to be incurred by it including in particular (but without limitation) all expenses incurred in enforcing the Reuter Trust Principles and any other provisions contained in this Deed and in carrying out the objects of the Founders Share Company, whether by judicial proceedings or otherwise;
  - (c) to indemnify the Founders Share Company in respect of the fee payable to the Chairman of the Reuter Trustees, with effect from 1 January 1993, at the rate of twenty thousand pounds per annum, accruing from day to day in accordance with the Articles of Association of the Founders Share Company;
  - (d) to comply with all statutory requirements from time to time in force (and whether arising under taxation statutes or statutes relating to companies or otherwise) and applicable to the Founders Share Company; and
  - (e) to permit the Founders Share Company to maintain in the Founders Share Company Bank Account a credit balance of approximately ten thousand pounds to enable the Founders Share Company to discharge any such fees, costs and expenses as are referred to in this Clause 7.
- 7.2 Reuters Group covenants with the Founders Share Company to pay on demand the cost of (or at the option of the Founders Share Company procure the provision without cost to the Founders Share Company of) all company secretarial services and other ancillary administrative services which the Founders Share Company may from time to time request.
- 7.3 Reuters Group shall be entitled to pay any sum due under this Clause 7 (other than any sum due pursuant to Clause 7.1(e)) into the Founders Share Company Bank Account on terms that any sum so paid and which shall not within 30 days of being so paid have been utilised for the certified purpose shall forthwith on request in writing from Reuters Group be refunded to Reuters Group.
- 7.4 The obligations of Reuters Group to make any payment into the Founders Share Company Bank Account under this Clause 7 shall not be affected by, nor shall the amount of any such payment be reduced on account of, any contractual or common law right of set-off, or any amount counter-claimed by Reuters Group in respect of any sum owing, or alleged to be owing, from the Founders Share Company to Reuters Group.



## 8 VARIATION AND TERMINATION

- 8.1 Subject to the provisions of this Clause 8, the provisions of this Deed may be varied at any time by a supplemental deed between such of the parties as are required to consent to such variation by this Clause 8.
- 8.2 No variation may be made to this Deed without the written consent of each of the Associations and the Founders Share Company.
- 8.3 No variation may be made to this Deed which would extend or increase the obligations or liabilities of any party to this Deed without written consent of that party.
- 8.4 This Deed may be terminated at any time with the written consent of each of the Associations and the Founders Share Company.

## 9 CHANGES IN PARTIES

- 9.1 Each of the parties to this Deed severally covenants with each of the Associations and the Founders Share Company severally that it will not assign or sub-contract any of its rights or sub-contract the performance of any of its obligations under this Deed (except the performance of administrative duties).

## 10 RELATIONSHIP OF THE PARTIES

Save as expressly provided in relation to Reuters Group in Clause 12.4, this Deed shall not constitute any party hereto the agent of any other party, nor shall it constitute a partnership between any of the parties.

## 11 NOTICES

- 11.1 Any notice or other communication under this Deed shall be in writing and in English.
- 11.2 Any such notice or other communication may be given by letter delivered, or sent postage prepaid by first class post, to the recipient at its address stated herein. Any such notice or other communication may be given by telex or facsimile transmission to the recipient, but any such notice or other communication so given shall promptly be confirmed by letter.
- 11.3 The address of any party to this Deed may be changed by notice given to each person who at the date of the giving of such notice is a party to this Deed.
- 11.4 Any notice or other communication delivered to the recipient shall be deemed to have been received on delivery. Any notice or other communication sent by first class post shall be deemed to have been received forty-eight hours after being put in the post if sent within the United Kingdom and seven days after being put in the post if sent to or from an address outside the United Kingdom. Any notice or other communication sent by telex or facsimile transmission shall be deemed to have been received twenty-four hours after despatch.

## 12 GOVERNING LAW AND JURISDICTION

- 12.1 This Deed shall be governed by and construed in accordance with the laws of England.
- 12.2 Each of the parties to this Deed irrevocably submits to the non-exclusive jurisdiction of the English courts and waives any objection to proceedings in any such court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum or any similar grounds.

- 12.3 The provisions of Clause 12.2 shall not affect the right of any party to this Deed to take proceedings in any other jurisdiction in which jurisdiction can be founded.
- 12.4 Each of the parties to this Deed not having its registered office in the United Kingdom irrevocably appoints Reuters Group as its agent for service of process in any proceedings brought before any English court. Reuters Group irrevocably accepts such appointment. The provisions of this Clause 12.4 shall not affect the right to serve process in any manner permitted by law.

IN WITNESS whereof this Deed has been executed by the parties on the date first above written.

SIGNED by  
THE PRESS ASSOCIATION  
LIMITED acting by:  
H J Roche

- -----  
Director  
R B Simpson  
- -----  
Director

H J ROCHE  
R B SIMPSON

THE COMMON SEAL of  
NPA NOMINEES LIMITED was  
hereunto affixed in the presence  
of:  
Sir Frank Rogers

- -----  
Director  
S Oram  
- -----  
Director

FRANK ROGERS  
S ORAM

THE COMMON SEAL of  
AAP INFORMATION  
SERVICES PROPRIETARY  
LIMITED was hereunto affixed in  
the presence  
of:

L C Casey  
- -----  
Director  
P J Robson  
- -----  
Director/Secretary

L C CASEY  
P J ROBSON

J Maasland as attorney for  
NEW ZEALAND PRESS  
ASSOCIATION LIMITED

J MAASLAND

THE COMMON SEAL of  
REUTERS FOUNDERS SHARE  
COMPANY LIMITED was  
hereunto affixed in the presence  
of:

Lord Browne-Wilkinson

- - - - -

Director

Sir Frank Harris

- - - - -

Director

BROWNE-WILKINSON  
FRANK HARRIS

SIGNED by  
REUTERS GROUP PLC  
acting by:  
R O Rowley

- - - - -

Director

Simon A Yencken

- - - - -

Director

R O ROWLEY  
SIMON A YENCKEN

THE APPENDIX

Form of Undertaking

TO: Reuters Founders Share Company Limited  
Reuters Group Plc  
The Press Association Limited  
NPA Nominees Limited (on behalf of the  
Newspapers Publishers Association Limited)  
AAP Information Services Proprietary Limited  
New Zealand Press Association Limited

I,

of

HEREBY UNDERTAKE that upon my becoming a Reuter Trustee (as defined in the Articles of Association of Reuters Founders Share Company Limited) and so long as I shall be a Reuter Trustee I shall exercise all the voting and other rights and powers vested in me as a Reuter Trustee to secure that:-

- (a) the Reuter Trust Principles (as defined in the Memorandum of Association of Reuters Founders Share Company Limited) are generally observed by Reuters Group PLC and every subsidiary for the time being of Reuters Group PLC and by Reuters Founders Share Company Limited;
- (b) every person duly nominated to be a Reuter Trustee in accordance with the Articles of Association of Reuters Founders Share Company Limited shall forthwith be admitted to membership of Reuters Founders Share Company Limited; and
- (c) the provisions of the Articles of Association of Reuters Founders Share Company Limited relating to the nomination and admission of persons to be Reuter Trustees shall not be amended without your prior written consent.

IN WITNESS whereof I have hereunto set my hand this                      day of                      .

SIGNED AS A DEED AND DELIVERED  
by the above named  
in the presence of:-

Witness

Address

Occupation

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