

Kyndal International Limited  
(Company No. SC 221954)

Extraordinary General Meeting

At an Extraordinary General Meeting of Kyndal International Limited ("the Company") held at Dalmore House, 310 St. Vincent Street, Glasgow G2 5RG at 10.30 a.m. on Tuesday 5<sup>th</sup> August 2003 the following resolution was passed as a Special Resolution:

"That the Articles of Association of the Company be amended as follows:

(a) by the addition of a new Article 15.2B:

15.2B Notwithstanding anything to the contrary in these Articles or the Shareholders' Agreement, if at any time an offeror for shares in the Company, having made an offer to all the holders of Ordinary Shares which is acceptable to the holders of 51% of the Ordinary Shares which, for the avoidance of doubt, shall include any Ordinary Shares already held by such offeror (the "**Accepting Ordinary Shareholder Proportion**") receives valid acceptances which would, on completion, result in such offeror becoming the holder of not less than the Accepting Ordinary Shareholder Proportion, then:


15.2B.1 such offeror may give notice to any non-accepting holder of Ordinary Shares, requiring him to accept the offer within 14 days and stating that, failing such acceptance, he shall be deemed to have accepted such offer in respect of all Ordinary Shares held by him and irrevocably to have waived any pre-emption rights he may have in relation to any Shares the subject of such offer;

15.2B.2 upon the expiry of such notice each recipient thereof shall be obliged to deliver to the offeror (or as he may direct) an executed share transfer form and share certificate(s) in respect of the shares which were the subject of the notice together with an executed waiver of pre-emption rights, if appropriate;

15.2B.3 if any Shareholder fails to deliver executed share transfer form(s), share certificate(s) and pre-emption waiver(s) (if appropriate) as set out above he shall be deemed to have appointed any director of the Company to be his attorney to execute such documents on his behalf and, against receipt by the Company (on trust for such Shareholder) of the appropriate purchase moneys, to deliver such executed transfer(s) and pre-emption waiver(s) (if appropriate) to the offeror and it shall be no impediment to completion of the transfer that such Shareholders' share certificate(s) has/have not been produced; and

15.2B.4 after such offeror or his nominee has been registered as the holder of shares transferred in accordance with this article the validity of such transaction shall not be questioned by any person.

(b) by the deletion of Article 5.3 in its entirety"

  
Chairman



Kyndal International Limited  
(Company No. SC 221954)

Class Meeting of Ordinary Shareholders

At a Class Meeting of the Ordinary Shareholders of Kyndal International Limited ("the Company") held at Dalmore House, 310 St. Vincent Street, Glasgow G2 5RG at 11.00 a.m. on Tuesday 5<sup>th</sup> August 2003 the following resolution was passed as an Extraordinary Resolution:

"That the Articles of Association of the Company be amended as follows:

(a) by the addition of a new Article 15.2B:

15.2B Notwithstanding anything to the contrary in these Articles or the Shareholders' Agreement, if at any time an offeror for shares in the Company, having made an offer to all the holders of Ordinary Shares which is acceptable to the holders of 51% of the Ordinary Shares which, for the avoidance of doubt, shall include any Ordinary Shares already held by such offeror (the "**Accepting Ordinary Shareholder Proportion**") receives valid acceptances which would, on completion, result in such offeror becoming the holder of not less than the Accepting Ordinary Shareholder Proportion, then:

15.2B.1 such offeror may give notice to any non-accepting holder of Ordinary Shares, requiring him to accept the offer within 14 days and stating that, failing such acceptance, he shall be deemed to have accepted such offer in respect of all Ordinary Shares held by him and irrevocably to have waived any pre-emption rights he may have in relation to any Shares the subject of such offer;

15.2B.2 upon the expiry of such notice each recipient thereof shall be obliged to deliver to the offeror (or as he may direct) an executed share transfer form and share certificate(s) in respect of the shares which were the subject of the notice together with an executed waiver of pre-emption rights, if appropriate;

15.2B.3 if any Shareholder fails to deliver executed share transfer form(s), share certificate(s) and pre-emption waiver(s) (if appropriate) as set out above he shall be deemed to have appointed any director of the Company to be his attorney to execute such documents on his behalf and, against receipt by the Company (on trust for such Shareholder) of the appropriate purchase moneys, to deliver such executed transfer(s) and pre-emption waiver(s) (if appropriate) to the offeror and it shall be no impediment to completion of the transfer that such Shareholders' share certificate(s) has/have not been produced; and

15.2B.4 after such offeror or his nominee has been registered as the holder of shares transferred in accordance with this article the validity of such transaction shall not be questioned by any person.

(b) by the deletion of Article 5.3 in its entirety"

Chairman

