

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF THE SHAREHOLDERS

of

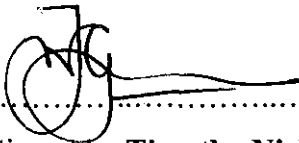
BROOK DYEING COMPANY LIMITED

(Passed 15 August 2005)

We, the undersigned, being all the members of the Company who would be entitled to attend and vote at a general meeting of the Company, hereby pass the following ordinary resolutions numbered 1 and the special resolution numbered 2 as written resolutions in accordance with section 381A Companies Act 1985

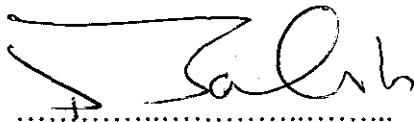
SPECIAL RESOLUTION

That the existing Memorandum and Articles of Association of the Company shall no longer apply to the Company, and that in their place the Memorandum and Articles of Association already prepared, a copy of which are attached to this resolution, be adopted by the Company, and that the secretary be directed immediately to register them with the Registrar of Companies.

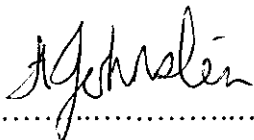


Signed by **Timothy Nicholas Gledhill**

for and on behalf of **Brook Group Limited**



Duncan Johnston



Hilary Johnston



**MEMORANDUM AND ARTICLES
OF ASSOCIATION
OF**

Brook Dyeing Company Limited

Incorporated 7 October 1958

Registration Number: 00612546

Incorporated under the Companies
Act 1985 as a private company
limited by shares

Schofield Sweeney
Number 1
Valley Court
Canal Road
BRADFORD
BD1 4SP

Tel: 01274 306000
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THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION OF
BROOK DYEING COMPANY LIMITED

1. The Company's name is "Brook Dyeing Company Limited".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (a) To carry on business as a general commercial company.
 - (b) To acquire and hold controlling and other interests in the share or loan capital of any company or companies.
 - (c) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever and any rights or privileges of any kind over or in respect of any property and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
 - (d) To purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, copyrights, secret processes, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company in pursuit of any trade or business carried on by the Company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - (e) To acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company chooses to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company and to give or accept, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- (f) To improve, manage, cultivate, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (g) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (h) To lend or advance money or give credit to any persons, firms or companies or others having dealings with the Company upon such terms and with or without security and subject to such conditions as may seem desirable and to give guarantees or become security for any such persons, firms, companies or others.
- (i) To guarantee support or to secure whether by personal obligation or covenant or by mortgaging or charging all or any part of the undertaking property and assets (present and future) and uncalled capital of the Company or by any one or more of all of such methods or by any other method the performance of any obligations or commitments of and the repayment or payment of the principal amounts of, any debentures, debenture stock, loan stock, shares or other securities, liabilities or obligations of any person firm or company, including (without prejudice to the generality of the foregoing) any company, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company, as defined in section 736 of the Companies Act 1985, or any subsequent re-enactment or amendment thereof) or a subsidiary undertaking (as defined by Section 258 of the Companies Act 1985 or any re-enactment or amendment thereof) of the Company, or another subsidiary of such holding company or otherwise associated with the Company in business or through shareholdings.
- (j) To borrow and raise money in any manner and to secure the repayment of money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (k) To draw, make, accept, endorse, discount, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable instruments that may be incidental or conducive to the Company's commercial activity.
- (l) To enter into any arrangements with any government or authority (supreme municipal, local, or otherwise) or any corporations, companies or persons, that may seem conclusive to the attainment of the Company's object and to obtain from any such government or authority, corporation, company or person, any charters, contracts, decrees, right, privileges and concessions.

- (m) To subscribe for, take, purchase, or otherwise acquire and hold shares, stock or other interests in or obligations of any other company or corporation.
- (n) To promote any other company for the purpose of acquiring all or any of the property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company.
- (o) To provide financial, managerial and administrative advice, services and assistance for any company in which this Company is interested, and for any other company.
- (p) To sell, let, licence, develop or otherwise deal with the whole or any part of the undertaking of the Company, either together or in portions upon such terms, as the Company may think fit, with power to accept shares, debentures, or securities of any company purchasing the same.
- (q) To undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- (r) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.
- (s) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment subject to the provisions of the Companies Act 1985 (or any statutory modification or re-enactment thereof) to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise.
- (t) To pay out of funds of the Company all costs and expenses of or incidental to the promotion formation and incorporation of the Company, or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company.
- (u) To purchase and maintain insurance policies to indemnify the officers and auditor of the Company against any costs, expenses and liabilities arising from negligence, default, breach of duty or trust incurred by them in discharge of their duties or in relation thereto pursuant to the provisions contained in section 310(3) of the Companies Act 1985.
- (v) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees; to remunerate the Directors of the Company in any manner the

Company may think fit and to pay or provide pensions for or make payments to or for the benefit of any persons who are or were at any time in the employment or service of the Company or of any company for the time being the Company's holding company or subsidiary company as defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business and the wives, widows, families and dependants of any such persons; to make payments towards life insurance; to set up, establish support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons as aforesaid and of their wives, widows, families and dependants and to set up, establish, support and maintain profit sharing, share option or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.

- (w) To distribute any property of the Company in specie among the members.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND it is hereby declared that

- i) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object and the foregoing sub-clauses shall be construed independently of each other, except where the context expressly so requires and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause; and
 - ii) Without prejudice to the generality of sub-clause (x), such matters as are herein before set out in sub-clauses (b) to (w) are deemed to be incidental or conducive to the Company's object; and
 - iii) The word "Company" in this clause shall, except where used in reference to this Company, be deemed to include any partnership or other body of persons whether corporate or unincorporate and whether domiciled in any part of the United Kingdom or elsewhere.
- 4. The liability of the members is limited.
 - 5. The Company's share capital is £40,000 divided into 40,000 ordinary shares of £1 each.

THE COMPANIES ACTS 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
BROOK DYEING COMPANY LIMITED

1 Preliminary

- 1.1 The regulations constituting Table A2 in the Schedule to the Companies (Tables A to F) Regulations 1985 ('Table A') shall apply to the company except in so far as they are excluded or varied by these articles.
- 1.2 Expressions defined in regulation 1 of Table A shall where the context admits bear in these articles the meanings so defined.

2 Share capital

- 2.1 The present share capital of the company is £40,000 divided into 40,000 ordinary shares of £1.00 each.
- 2.2 The shares of the company for the time being unissued, whether forming part of its present capital or not, shall be at the disposal of the directors, who may at their discretion for a period of five years from the adoption of these articles and afterwards with the previous sanction of an ordinary resolution, allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as they shall think proper.
- 2.3 In regulation 2 of Table A there shall be substituted for the words following 'issued with' the words 'or have attached to it such rights or restrictions as the company may by special resolution determine'.

3 Lien and forfeiture

- 3.1 The lien conferred by regulation 8 of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the company. The registration of a transfer of a share shall operate as a waiver of any lien of the company on that share.
- 3.2 In regulation 8 of Table A there shall be substituted for the words 'any amount payable in respect of it' the words 'all distributions and other moneys or property attributable to it';

and the same words shall be substituted in regulation 19 for the words 'all dividends or other moneys payable in respect of the forfeited shares'.

4 Transfer of shares

- 4.1 Any member may at any time transfer any of his shares to any relative of his (as defined below), and the personal representatives of a deceased member may transfer any of the shares registered in his name as sole holder to any relative of the deceased member becoming entitled to such shares under the will or on the intestacy of the deceased member. For the foregoing purposes 'relative' means and includes either parent and the children and remoter issue (whether natural or adopted) over the age of 18 years of either parent of the deceased member, and any wife, widow, husband or widower of any such parent, child or remoter issue, or of the member or deceased member himself or herself.
- 4.2 Any shares registered in the name of one or more holders as the trustees or trustee of a will or settlement may be transferred into the name or joint names of any new or continuing trustees or trustee upon any change in the trusteeship thereof, or into the name of any person becoming absolutely entitled to such shares (whether or not in pursuance of the exercise of any discretionary power) by virtue of the trusts of such will or settlement.
- 4.3 Except in the case of a transfer of shares expressly authorised by the preceding article, the right to transfer shares in the company shall be subject to the following restrictions:
- 4.3.1 Before requiring the company to register a transfer of any shares the person, whether a member of the company or not, desiring to transfer them ('the proposing transferor') shall give notice in writing ('the transfer notice') to the company that he desires to sell such shares and shall specify in the transfer notice the price at which he is prepared to sell such shares. The transfer notice shall constitute the company as the agent of the proposing transferor for the sale of all (but not a part only) of the shares specified in the transfer notice to any member or to any other person selected by the directors at such price. If the proposing transferor does not in the transfer notice specify the price at which he is prepared to sell such shares then such shares shall be offered for sale at the prescribed price (as determined in paragraph 4.3.6). A transfer notice once received by the company shall not be revocable without the prior consent of the directors.
- 4.3.2 If the proposing transferor has specified a price at which he is prepared to sell such shares, and within the period of 2 months of receiving a transfer notice the company finds members or other persons ('the purchasers') willing to purchase all the shares specified in the transfer notice at the specified price and gives notice of the fact to the proposing transferor, he shall be bound upon payment of the specified price to transfer those shares to such members or other persons.
- 4.3.3 If no price is specified and within a period of 2 months after receiving a transfer notice the company finds members or other persons ('the prospective purchasers') who are willing to purchase all of the shares specified in the transfer notice

subject to agreement upon the price for such shares and gives written notice of the fact to the proposing transferor then the provisions of paragraph 4.3.6 as regards the determination of the prescribed price shall take effect, and if the price for such shares as so determined under paragraph 4.3.6 is acceptable to the proposing purchasers, who give notice in writing of that fact to the company, then the company shall give written notice of that fact to the proposing transferor who shall be bound upon payment of the prescribed price to transfer those shares to such members or other persons.

- 4.3.4 Every notice given by the company under either of the preceding paragraphs stating that it has found a purchaser or prospective purchaser (whichever is applicable) for such shares shall state the name and address of such purchaser or prospective purchaser, or, if more than one, their names and addresses, and the number of shares which each such purchaser or prospective purchaser is willing to purchase, and such notice shall (in the case where the price has been specified) be accompanied by appropriate instruments of transfer for execution by the proposing transferor, and the purchase shall be completed, in the case where the price has been specified, at a time and a place to be appointed by the company not being more than 28 days after the date on which such notice was given by the company, and in the case where the price has to be ascertained in accordance with Paragraph 4.3.6 the purchase shall be completed at a time and a place to be appointed by the company not being more than 28 days after the price has been so ascertained. For the purpose of determining the right to any distribution by the company the proposing transferor shall be deemed to have sold such shares on the date of completion of the purchase.
- 4.3.5 If the proposing transferor, after having become bound to transfer any shares to a purchaser or prospective purchaser, fails to do so, the directors may authorise some person to sign an instrument of transfer on behalf of the proposing transferor in favour of the purchaser or prospective purchaser and the company may receive the purchase money and shall, on receipt of the purchase money, cause the name of the purchaser or prospective purchaser (as applicable) to be entered in the register as the holder of the shares and shall hold the purchase money on trust for the proposing transferor. The receipt of the company for the purchase money shall be a good discharge to the purchaser or prospective purchaser, who shall not be bound to see to its application, and after his name has been entered into the register the validity of the proceedings shall not be questioned by any person.
- 4.3.6 In the event of the purchase price for such shares not being specified by the proposing transferor then after receipt by the proposing transferor of a notice given by the company under paragraph 4.3.3 of this article the proposing transferor shall use his best endeavours to agree with the prospective purchaser the price for each share but, in the event of failure to agree within one month of receipt by the proposing transferor of such notice given by the company, then the fair value for such shares shall be determined by the auditors for the time being of

the company or (if the proposing transferor shall require) by some other chartered accountant to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales who shall act as an expert and not as an arbitrator, and whose determination as to the fair value of the shares which the proposing transferor wishes to sell shall be conclusive, and such fair value shall be the price payable for the shares, and in fixing such price such auditors or chartered accountant shall have power to determine how the costs of fixing the fair value of such shares shall be borne.

- 4.3.7 All shares comprised in any transfer notice shall be offered by the company in the first instance for sale, to all members holding shares of the same class as those so comprised (other than the proposing transferor) on the terms that if more than one such member desires to purchase such shares then the shares so offered shall be sold to members accepting the offer in proportion (as nearly as may be) to their existing holdings of such shares. All offers of shares under this paragraph shall be made in writing and sent by pre-paid post to the members at their respective registered addresses, and shall limit a time (not being less than 21 days) within which the offer must be accepted or in default be treated as declined.
- 4.3.8 Once the price for the shares has been ascertained under paragraph 4.3.6 then any prospective purchaser shall have the right to withdraw his application to purchase such shares and there will be no obligation on any prospective purchaser to purchase shares at such price unless he so signifies his consent to the company, and for that purpose he shall be deemed to have so signified his consent if he does not within one month of being notified by the company of the price so determined inform the company in writing that he no longer desires to purchase the shares, provided that if there are more than one prospective purchaser and not all prospective purchasers signify or are deemed to signify their consent to the purchase of the shares at such price, then there shall be no obligation on the proposing transferor to sell the shares specified in the transfer notice unless such prospective purchasers as are prepared to purchase the shares agree to purchase all of the shares specified in the transfer notice.
- 4.3.9 If either:
- 4.3.9.1 within a period of 2 months after receiving a transfer notice the company shall not find purchasers for all of the shares specified in the transfer notice and gives notice in writing to that effect to the proposing transferor; or
- 4.3.9.2 the company within such period of 2 months gives to the proposing transferor notice in writing that it has no prospects of finding such purchasers, or

4.3.9.3 the prospective purchasers give notice under paragraph 4.3.8 that they are not prepared to pay the price determined under paragraph 4.3.6 and to purchase all of the shares specified in the transfer notice;

then the proposing transferor shall be at liberty until the expiration of 4 months thereafter to transfer all or any of the shares specified in the transfer notice to any person but he may not transfer the shares or any of them at a price lower than the specified price or the price ascertained under paragraph 4.3.6 (as applicable).

4.3.10 If a proposing transferor wishes to sell any of his shares specified in a transfer notice after the expiry of the period of 4 months referred to in paragraph 4.3.9, then he must give notice in writing to the company again in accordance with paragraph 4.3.1.

- 4.4 The personal representatives of any deceased member shall be bound, if and when called upon by the directors to do so not earlier than six months after the date of his death, to give a transfer notice in respect of all the shares registered in the name of the deceased member as sole holder or as sole surviving joint holder at the date of his death, or such of those shares as still remain so registered. If within a period of 21 days after being called upon the personal representatives fail either to give such a transfer notice, or to present for registration one or more transfers of such shares authorised by article 4.1, they shall be deemed to have given a transfer notice at the expiration of that period, and the provisions of the preceding article shall have effect accordingly.
- 4.5 If any member is adjudged bankrupt, his trustee in bankruptcy shall be bound immediately to give to the company a transfer notice in respect of all the shares registered in the name of the bankrupt member as sole holder or as sole surviving joint holder at the date of his bankruptcy, and if no such transfer notice is given within one month of the bankruptcy the trustee in bankruptcy shall be deemed to have given it at the end of that period, and the said provisions shall have effect accordingly.

5 Alteration of capital

- 5.1 In regulation 32 of Table A there shall be inserted after the words 'the resolution may' in paragraph (c) the parenthesis '(if it is a special resolution)'.
- 5.2 In regulation 33 of Table A the parenthesis '(including, subject to the provisions of the Act, the company)' shall be omitted.

6 Votes of members

- 6.1 In regulation 54 of Table A there shall be inserted after the second occurrence of the words 'every member' the words 'present in person or by proxy'.
- 6.2 In regulation 61 of Table A there shall be substituted for the words following 'the instrument appointing a proxy shall be in' the words 'any form which enables the

members to direct how their votes are to be exercised on each of the resolutions comprised in the business of the meeting for which it is to be used'.

7 Appointment and retirement of directors

- 7.1 The number of the directors may be determined by ordinary resolution of the Company but unless and until so fixed there shall be no maximum number of directors and the minimum number of directors shall be one. In the event of the minimum number of directors fixed by or pursuant to these Articles or Table A being one, a sole director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the directors generally and the quorum for the transaction of the business of the directors shall be one. Regulation 64 in Table A shall not apply to the Company.
- 7.2 In regulation 81 of Table A there shall be inserted in paragraph (d) after the words 'to the company' the words 'left at the office'.
- 7.3 Regulations 73 to 78 inclusive of Table A shall not apply to the company, and in the second sentence of regulation 79 the words following 'annual general meeting' shall be omitted.

8 Remuneration of directors

In regulation 82 of Table A there shall be inserted after the words 'such remuneration' the words 'for their services as such', and at the end of that regulation the sentence: 'A director who has ceased to hold office as such when the resolution is passed shall, unless it otherwise provides, be entitled to be paid the appropriate proportion of any remuneration voted to the directors for a period during all or any part of which he held office'.

9 Directors' appointments

In regulation 84 of Table A there shall be inserted in the third sentence after the words 'shall terminate' the parenthesis '(unless the terms of his appointment otherwise provide)'.

10 Proceedings of directors

- 10.1 A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Regulations 94 to 97 in Table A shall be modified accordingly.
- 10.2 In regulation 90 of Table A there shall be substituted for the words 'fixed as the quorum, they' the words 'constituting the quorum, they or he'.

11 Secretary

In regulation 99 of Table A there shall be added at the end the words 'but without prejudice to any claim for damages he may have for breach of contract by the company'.

12 Dividends

In regulation 104 of Table A there shall be inserted after the words 'as from a particular date' the words 'or to a particular extent'.

13 Notices

In regulation 115 of Table A the words 'unless the contrary is proved' shall be omitted.