

Company Number: 3858895

THE COMPANIES ACT 1985 AND 1989

COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTIONS

OF

MEASUREMARKET LIMITED ("the Company")

Passed *6 October*
6 2000

We, the undersigned, being the sole member of the Company for the time being entitled to receive notice of and to attend and vote at general meetings of the Company and pursuant to the articles of association hereby resolve that the following resolutions be passed and agree that the same shall have effect as if passed as special resolutions of the Company at a general meeting duly convened and held:-

1. **THAT** each of 300,000 authorised and issued shares of 25p each in the Company and currently registered in the name of Global Investments Limited be converted into and redesignated as an A Ordinary Share of 25p having the rights and being subject to the restrictions specified in the articles of association of the Company to be amended pursuant to resolution 2 below;

2. **THAT** the articles of association of the Company be altered by the addition of the following two articles after the current Article 2:-

2A A ORDINARY SHARES

The A Ordinary Shares shall rank pari passu in all respects with the ordinary shares subject to the rights of the Special Member (as defined by article 10.3) and the following provisions of article 2B.

2B COMPULSORY TRANSFER BY A SHAREHOLDERS

2B.1 (a) Immediately upon an Executive ceasing to be an Executive for any reason whatsoever (including the termination of his employment by the company or one of its subsidiary undertakings whether or not in accordance with the terms of his contract of employment); or



- (b) immediately upon an Executive being prevented from performing his duties to the Company and/or any one of its subsidiary undertakings as a result of illness, accident or incapacity for any period in excess of six consecutive months or an aggregate of 130 working days (whether consecutive or not) in any period of 12 consecutive months;
- 2B.1.1 the Executive and all his relatives (if any) who shall be the registered holder of or be beneficially interested in any A ordinary shares (together "the Vendors") shall:-
- 2B.1.1.1 be deemed to have agreed to sell with full title guarantee the Relevant Proportion of all his/their shares in the company ("the Sale Shares") to the Special Member (or some other person nominated by the Special Member) at the Purchase Price;
- 2B.1.1.2 execute an instrument of transfer transferring the Sale Shares to the Special Member (or its nominee);
- 2B.1.1.3 deliver such form of transfer together with the relative share certificates to the Special Member or its nominee; and
- 2B.1.2 the Special Member (or its nominee) shall pay the Purchase Price due to the Vendors.
- 2B.2 If a Vendor makes a default in transferring any shares pursuant to article 2B.1 or in accepting payment of the consideration for any of such shares, any person duly authorised by the Special Member or the chairman for the time being of the company or, failing him, one of the directors or some other person duly nominated by a resolution of the board of directors for that purpose shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute and complete in the name and on behalf of the transfer of such shares to the Special Member or its nominee and in such circumstances the company:-
- 2B.2.1 may receive and give a good discharge for the Purchase Price on behalf of the Vendor;
- 2B.2.2 shall (subject to the transfer being duly stamped) enter the name of the Special Member or its nominee in the register of members as the holder or holders by transfer of the shares so purchased by it; and
- 2B.2.3 shall forthwith pay the Purchase Price into a separate bank account in the company's name and shall hold such money in trust for the Vendor until he shall deliver up his certificate or certificates for the Sale Shares to the company when the company shall pay to the Vendor the Purchase Price.
- 2B.3 All or any of the provisions of this article 2B may be waived or relaxed with the consent of the Special Member in whole or in part in any particular case.

- 2B.4 The instrument of transfer shall be in the usual form prescribed from time to time or, if none is so prescribed, then in such form as the directors may determine.
- 2B.5 Whenever an "A" ordinary share shall be transferred to a member who holds ordinary shares the A ordinary shares shall forthwith be re-designated as ordinary shares.
- 2B.6 For the purposes of this article 2B, the following expressions shall have the following meanings:-

"Cessation" means the relevant Executive

- (a) ceasing to be an Executive for any reason whatsoever (including the termination of his employment by the company or one of its subsidiaries whether or not in accordance with the terms of his contract of employment); or
- (b) being prevented from performing his duties to the company and/or any one of its subsidiary undertakings as a result of illness, accident or incapacity for any period in excess of six consecutive months or an aggregate of 130 working days (whether consecutive or not) in any period of 12 consecutive months;

"Executive" means a person who shall be a director or employee of the company or any subsidiary undertaking of the company other than any person who the Special Member shall (at any time by notice to the directors) specify shall not be subject to this article 2B;

"relative" in relation to an Executive, means his spouse, his parents, his descendants (including persons claiming by descendency adoption) his brothers and sisters, the estates of any such persons, the trustees of any trust, in relation to which any of such persons who shall be a beneficiary or discretionary beneficiary and any company which shall be a Connected Person of that Executive or any such persons;

"Purchase Price" means the average cash price per share paid by the relevant Executive (or his relatives) to when he or they acquired the Sale Shares multiplied by the number of Sale Shares;

"Relevant Proportion" means the proportion of the total number of shares in the company registered in the name of the Vendor or in which he shall have any beneficial interest as shall apply in accordance with the following table:

if the Cessation shall occur on or before 31 March 2002 the Relevant Proportion shall be 100%;

if the Cessation shall occur after 31 March 2002, but on or before 31 March 2003, the Relevant Proportion shall be two thirds;

if the Cessation shall occur after 31 March 2003, but on or before 31 March 2004, the Relevant Proportion shall be one third;

if the Cessation shall occur after 31 March 2004, the Relevant Proportion shall be nil.

"Special Member" shall have the meaning given to that expression by article 10.3.

Signed
duly authorised for and on
behalf of Global Textiles Investments Limited

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