

THE COMPANIES ACTS 1948

PRIVATE COMPANY LIMITED BY SHARES

COMPANY NUMBER 814363

MEMORANDUM AND ARTICLES OF ASSOCIATION

Amended 26 June 1997

THE WYEDEAN WEAVING COMPANY LIMITED

Incorporated the 31 July 1964



COMPANY LIMITED BY SHARES

Memorandum of Association

OF

The Wyedean Weaving Company
Limited

1. The name of the Company is "THE WYEDEAN WEAVING COMPANY LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are-
 - (A) To carry on all or any of the following businesses: To weave or otherwise treat, manufacture, buy and sell and deal in flax, jute, cotton, wool, silk, mineral, metal, and man-made in fibres or cloth woven from these and other fibres, and other goods whether textile, netted, felted, or looped, and any synthetic substances designed to replace any of the foregoing. Dyers, bleachers, processors, doublers, winders, spinners and finishers of yarns and fabrics. Producers, printers, and sellers of tapes, webs, ribbons and narrow fabrics of all descriptions whether manufactured from yarn, fibres, paper, plastics or any other material. Manufacturers and sellers of any other goods, articles or commodities which can conveniently or advantageously be manufactured or sold.
 - (B) To carry on, develop, and extend the said business or businesses, and any other trade or business whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company by way of extension of or in connection with or in substitution for such business or businesses or which is calculated, directly or indirectly, to develop any branch of the Company's business, or to increase the value of or turn to account any of the Company's assets, property or rights.
 - (C) To buy, sell, manufacture, develop, let out on hire, import, export, and deal in all plant, machinery, appliances, products, materials and articles capable of being used in every such business or required by customers of, or persons having dealings with the Company, or commonly dealt in by persons engaged in any such business or which may seem capable of being profitably dealt with in connection with any of the said businesses.
 - (D) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interest in lands, buildings, easements, rights or privileges which the Company may think suitable or convenient for any purposes of its business, and to erect, construct and equip buildings and works as necessary.
 - (E) To apply for, purchase or acquire patents licenses or concessions conferring exclusive or nonexclusive right of use, or any secret processes or information likely to be of benefit to the Company and to use, develop, grant licences in respect of or otherwise turn to account the rights and information so acquired.
 - (F) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business by mortgage and to charge all or any of the real and personal property and assets, present or future, including the uncalled capital for the time being of the Company, and to issue debentures or debenture stock, either permanent or redeemable and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- (G) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to give any guarantee that may be thought expedient.
- (H) To grant pensions, allowances or other benefits to employees and ex-employees of the Company (including Directors) or their dependants or connections, and to support and subscribe to any charitable funds or institutions, the support of which, may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (I) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (J) To invest the moneys of the Company not immediately required for the purposes of its business in such investments or securities as may from time to time be determined.
- (K) To pay for any property or rights or assets acquired by the Company, either in cash or fully or partly paid-up shares, or by securities or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (L) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (M) To enter into any partnership or joint-purse arrangement or arrangements for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company.
- (N) To establish or promote or concur in establishing or promoting any other company, whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company.
- (O) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (P) To amalgamate with any other company whose objects are or include objects similar to those of this Company, or from which this Company might derive any benefit, whether direct or indirect, whether by sale or purchase of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up or by sale or purchase of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (Q) To, sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking, property and assets for the time being of the Company or any part thereof for such consideration as the Company may think fit.
- (R) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law,

(S) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors trustees or otherwise.

(T) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £100,000, divided into 100,000 shares £1 each, with power to issue shares with such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time determine.

We, the several persons, whose Names, Addresses, and Descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
DAVID ANGUS WR1GHT, NORTH VILLAS, 155, SKIPTON ROAD, KEIGHLEY, YORKSHIRE Narrow Fabric Manufacturer.	ONE
FRANK WRIGHT, M.B.E., SIDE BAR, BROW, HAWORTH, YORKSHIRE. Narrow Fable Manufacturer.	ONE

Dated this 17th day of July 1964.
Witness to the above Signatures:-

WILLIAM CASSON LONG,
THE MANOR HOUSE,
MANOR STREET,
BRADFORD, 1

Chartered Accountant.

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

OF

THE WYEDEAN WEAVING COMPANY LIMITED

(Adopted by Special Resolution on 4th October 1989. Amended 26th June 1997)

PRELIMINARY

1.

- (1) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the company save in so far as they are excluded or varied by or are inconsistent with these Articles of Association and such Regulations (save for such exclusions or variations or inconsistencies) and the Articles hereinafter contained shall be the Articles of the company. References in these Articles to a Regulation shall be to the Regulation of that number contained in Table A.
- (2) Regulation 1 shall apply to the construction of these Articles and in the final sentence of Regulation 1 "Articles" shall be substituted for "regulations".
- (3) References in these Articles to writing shall include typewriting, printing, lithography, photography, telex and fax messages and other means of representing or reproducing words in a legible and non-transitory form.

INTERPRETATION

2. Clause 1 in Table A shall be read and construed as if:

The following definition was added thereto:-

"a Financial Year" shall mean a financial year or other period in respect of which the company prepares its accounts in accordance with the relevant provisions contained in the Act.

SHARE CAPITAL

3. The authorised share capital of the company at the date of the adoption of these Articles is £100,000 divided into 50,000 Ordinary Shares of £1 each ('A Shares') and 50,000 Preferred Ordinary shares of £1 each ('B Shares').
4. The rights attaching to the said respective classes of shares shall be as follows:-
 - (1) As regards income:-
 - a.
 - i. The 'B' Shares shall entitle the holders thereof as a class to receive in respect of each Financial Year prior to any dividend being paid in respect of any share of any other class a fixed cumulative dividend payable in cash exclusive of any imputed tax credit available to the holders of such Shares of an amount of £24,000 adjusted annually on 1st August of each year commencing on 1st August 1990 by the percentage value of the pay award made to the company's employees on the proceeding first May which dividend shall accrue from day to day. (such dividend being hereinafter referred to as the "Preferred Dividend").
 - ii. Subject to the provisions of Part VIII of the Act the Preferred Dividend shall be paid in respect of the 'B' Shares for the time being in issue at the date payment becomes due by way of four interim dividends payable on each of the 30th day of April and the 31st days of January, July and October in each calendar year the first of which shall for the

avoidance of doubt be payable on 31st October 1989.

Every such payment shall be distributed amongst the holders of the 'B' Shares pro rata according to the amount of Preferred Dividend accrued in respect of those 'B' Shares respectively held by them as at the date when payment becomes due.

- b. In the event that whether by reason of any principle of law or otherwise the company is unable to pay in full on or by any date on which any sum would otherwise become payable by way of Preferred Dividend in accordance with the foregoing provisions of sub-paragraph (a) of this sub-Article 4 (1) (any such date being referred to in this sub-paragraph (b) as a "Due Date") then the following provisions shall apply:-
 - i. on the Due Date the company shall pay on account of the Preferred Dividend the maximum sum (if any) which may then be paid by the company in accordance with any governing principles of law; and
 - ii. on every succeeding Due Date the company shall pay on account of the outstanding balance of the Preferred Dividend the maximum sum (if any) which may on each succeeding Due Date be paid by the company in accordance with any governing principles of law until all arrears of Preferred Dividend shall have been paid in full; and so that
 - iii. subject only as aforesaid and in particular to the provisions of Part VIII of the Act every sum which shall become payable on a Due Date in accordance with the foregoing provisions of this sub-Article 4 (1) (b) shall ipso facto and without requiring any resolution of the directors of the company in General Meeting and notwithstanding anything contained in Regulations 102 to 108 (inclusive) of Table A become on such Due Date a debt due from and immediately payable (whether or not demanded) by the company to the holders of the 'B' Shares.
- c. No dividend shall be declared or paid on the 'A' Shares in respect of any Financial Year unless and until:

the Preferred Dividend due shall actually have been paid in full in respect of such Financial year and in respect of all previous Financial Years of the company.
- d. Subject to the payment of the Preferred Dividend and subject always to the provisions of paragraph (c) above of this sub-Article 4 (1) any further profits which the company may determine to distribute in respect of any Financial Year shall be distributed to the 'A' shareholders and shall accrue on a daily basis, and the 'B' shares shall not entitle the holders to any further or other participation in the profits of the company.

(2) As regards capital.-

On a return of assets on liquidation or otherwise the surplus of assets of the company remaining after the payment of liabilities shall belong to and be distributed as follows:-

- a. first, in paying to the holders of the 'B' Shares all arrears (if any) of the Preferred Dividend whether declared or earned or not and calculated down to the date of payment; and
- b. secondly, in paying to the holders of the 'B' Shares the full amount paid up or credited as paid up thereon; and
- c. thirdly, in paying to the 'A' shareholders an equivalent to that to which the 'B' shareholders have become entitled since the adoption of these articles to the extent to which the 'A' shareholders have not already received payment or become so entitled.
- d. fourthly, in paying to the holders of the 'A' shares the full amount paid up or credited as paid up thereon.

- e. fifthly, the balance of such assets shall belong to the holders of the 'A' Shares and the 'B' Shares pro rata according to the amount paid up or credited as paid up upon any such shares held by them respectively and as if the same constituted one class.

- (3) Whenever the capital of the company is divided into different classes of shares the special rights attached to any class may be varied or abrogated, either whilst the company is a going concern or during or in contemplation of a winding up with the consent in writing of the holder or holders of not less than 75 per cent in nominal value of the issued shares of the class or with the sanction of any Extraordinary Resolution passed at a separate meeting of the holders of the shares of the class, but not otherwise. To every such separate meeting all provisions applicable to General Meetings of the company or to the proceedings thereat shall mutatis mutandis apply except that the necessary quorum shall be one person holding or representing by proxy at least one third in nominal value of the issued shares of the class but so that if any adjourned meeting of such holders a quorum as above defined is not present the member or members present in person or by proxy shall be a quorum, and that any holder of shares of the class present in person or by proxy may demand a poll and such holders shall, on a poll, have one vote in respect of every share of the class held by them respectively.

5.

- a.
 - i. The directors shall not exercise any powers of the company to allot further shares in the capital of the company without the unanimous consent of all the holders of the 'A' Shares and the 'B' Shares.
 - ii. Any further 'A' Shares or 'B' Shares which may be allotted or issued by the company with such consent shall be issued to the holders of the 'A' Shares and the holders of the 'B' Shares in proportion as nearly as may be to the number of existing shares held by them respectively.
 - iii. Shares issued to the holder of any 'A' Shares shall become and be designated as 'A' Shares and shares issued to the holder of any 'B' Shares shall become and be designated as 'B' Shares.
- b. Save with the prior written consent of all the members a share shall not be allotted on terms that the right to take them up may be renounced in favour of or assigned to another and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person.
- c. In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) inclusive of the Act shall not apply to the Company.

SHARES

- 6. The lien conferred by Regulation 8 shall attach also to fully paid-up shares, and the company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the company. Regulation 8 shall be modified accordingly.
- 7. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 of the words 'and all expenses that may have been incurred by the company by reason of such non-payment'.

PERMITTED TRANSFERS

- 8. Notwithstanding Articles 9,10,11 and 12, subject to Article 13;

- (1) For the purposes of this Article:

- a. "privileged relation" in relation to a member means the parent or remoter forebear of the member and the member's children and remoter issue, whether legitimate, legitimated or adopted, but shall exclude any illegitimate person or his descendants;
 - b. "a family trust" in relation to a member means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that member and/or a privileged relation of that member and no power of control over the voting powers conferred by any shares exercised by or subject to the consent of any person other than the trustees or such member or his privileged relations;
 - c. "settlor" includes a testator or an intestate in relation to a family trust arising respectively under a testamentary disposition or an intestacy of a deceased member.
- (2) Any member being an individual other than a bankrupt, a trustee of a family trust or a trustee in bankruptcy or his personal representatives if applicable may at any time transfer or by will bequeath or otherwise dispose of on death all or any shares held by him:
- a. to a privileged relation; or
 - b. to trustees to be held upon a family trust
- (3) Where shares are held by trustees upon a family trust:
- a. such shares on any change of trustees shall be transferred to the new trustees of that family trust;
 - b. such shares may at any time be transferred to any person to whom under paragraph (2) the same could have been transferred by the settlor if he had remained the holder thereof; and
 - c. if and whenever any such shares cease to be held upon a family trust otherwise than in consequence of a transfer authorised by sub-paragraph (b) in respect of the relevant shares (as hereinafter defined) and such shares may not otherwise be transferred; and failure so to give a transfer notice within 28 days of the shares ceasing to be so held such transfer notice shall be deemed immediately to be given in respect of the relevant shares
 - d. for the purposes of this paragraph the expression "relevant shares" means and includes (so far as the same remain for the time being held by the trustees) the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them
- (4) A member or his personal representatives may at any time transfer all or any of his shares:
- a. to any other member holding shares of the same class; or
 - b. to a nominee or in the case of a member being a nominee to the person who is the beneficial owner or to a person to whom the beneficial owner, if he were registered as the holder, would have been entitled to transfer his shares in accordance with this Article; provided that the provisions of this paragraph shall not apply in circumstances where the beneficial ownership of the share in question became vested in the beneficial owner in contravention of any of the provisions of these Articles or any Relevant Agreement
 - c. to any person with the prior written consent of all the other members
- (5) A transfer of any shares pursuant to this Article shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer free from all liens, charges and other encumbrances of the entire legal and (except in the case of a transfer pursuant to Article 8 (2) (b)) beneficial interest in such share
- (6) The personal representatives of a deceased member are permitted under these Articles to become registered as the holders of any of the deceased member's shares and if they elect so to do then such shares may at any time be transferred by those personal representatives to any person to whom under this Article the same could have been transferred by the deceased member if he had remained the holder thereof, but no other transfer of such shares by the personal representatives shall be permitted under this Article. Regulation 30 shall be modified accordingly.

- a. Every holder of 'A' Shares or 'B' Shares in the Company who wishes to transfer his shares or any of them other than in accordance with Article 8 hereof (hereinafter referred to as a 'vendor') shall serve upon the Directors of the Company a notice in writing of his wish so to do accompanied by the relevant share certificates. Such notification (hereinafter called 'the transfer notice') shall constitute the Directors his agents for the sale of such shares (hereinafter called "the Shares") at their fair value (as hereinafter defined) or at such lesser price as may be specified by the Vendor and (save as hereinafter provided) shall not be withdrawn. Upon receipt of the transfer notice the Directors shall forthwith call upon the Auditors of the Company to determine and testify in writing the fair value of the Shares.
- b. For the purpose of this Article the fair value shall be such value as the Auditors of the Company acting as experts and not as arbitrators shall certify to be in their opinion the fair value of the Shares. The fees and expenses of the Auditors in connection with such certificates shall be borne as to half by the Vendor and as to the remaining half amongst the purchasers (if any) of the Shares in proportion to the number of Shares to be purchased by them respectively or if there are no such purchasers or if the Vendor gives a counter-notice pursuant to paragraph (c) hereof, such remaining half shall also be borne by the Vendor.
- c. Within seven days of the receipt by the Directors of the Auditors' Certificate as to such fair value the Directors shall notify the Vendor of the fair value certified by the Auditors and the Vendor shall have the right by notice in writing to the Directors to be served upon them with seven days after service upon him of such modification to withdraw the transfer notice given by him and in the event of such withdrawal the same shall cease to have any effect and the Directors shall return the Share Certificates for the Shares to the Vendor. If the Vendor gives notice hereunder he shall bear the whole of the fees and expenses of any such Auditors' Certificate as aforesaid.
- d. The fair value of the Shares having been certified as aforesaid and the Vendor not having given a notice operating to withdraw the transfer notice within the period of seven days pursuant to paragraph (c) hereof, the Directors shall forthwith offer the Shares giving details of the number and price (being the fair value or such lower price as may be specified in writing by the Vendor) of the Shares on offer to all the holders of the shares of the same class as the Shares (other than the Vendor). The Directors shall invite each such member to state in writing within 21 days from the date of such notice whether he is willing to purchase any of the shares so offered to him, and if so, the maximum number thereof. In the event of members wishing to purchase shares in excess of the number on offer the Directors shall allocate in proportion as nearly as may be to the existing number of shares in the Company then held by the offeree members but so that no member shall be required to purchase shares in excess of the maximum number as notified as above.
- e. If the Directors do not within the said period of 21 days find a holder or holders of the shares of the same class as the Shares willing to purchase all the Shares the Director shall then offer such of the Shares as have not been accepted by the holders of shares of the same class as the Shares to the holders of Shares of the other class and the provision of paragraph (d) shall mutatis mutandis apply to such offer.
- f. If the Directors shall pursuant to the provisions of paragraph (d) and of this Article find a member or members willing to purchase all or any of the Shares pursuant to the foregoing provisions of these Articles or if they shall have been unable to find any such member or members willing to purchase the same they shall give notice thereof to the Vendor. If the Directors shall have found a member or members willing to purchase all the Shares or if no such counter-notice shall have been given to the Vendor within the aforesaid period the Vendor shall be bound upon receipt of the purchase price aforesaid, to transfer the Shares (or such of the same for which the Directors shall have found a purchaser or purchasers) to such persons.

- g. If the Vendor makes default in so transferring the Shares as aforesaid the Directors shall if so required by the person or persons willing to purchase such Shares under the foregoing provisions receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfer of the Shares in favour of the purchasers and shall enter the names of the purchasers in the Registrar of Members as the holder of such of the Shares on offer as shall have been transferred to them as aforesaid.
 - h. If the Vendor shall not have given any notice operating to withdraw the transfer notice to the Directors pursuant to paragraphs (c) and (f) hereof and the Directors shall not pursuant to paragraph (d) and (e) hereof find a purchaser for all the Shares, the Vendor shall be at liberty to sell and transfer all or any of the Shares not so sold as aforesaid at any time within six months after the expiry of the notice given by the Directors to the Vendor pursuant to paragraph (f) hereof to any person at any price not being less than the fair value or such lower price as may have specified by the Vendor as the offer price of the Shares pursuant to paragraph (d). hereof.
10. Subject as provided in Article 8 hereof a transfer notice shall be deemed to be given in the event of the death, bankruptcy or insanity of any shareholder or (in the case of a shareholder being a limited company) in the event of a liquidator or receiver of that shareholder being appointed in respect of all the Shares held by any such being appointed in respect of all the Shares held by any such deceased, bankrupt or insane shareholder in which event the provisions of Article 9 (except paragraph 9(c)) shall take effect.

TRANSFER OF SHARES

- 11.
- (1) No 'A' Share or any interest in any such share shall be transferred or disposed of including without limitation the assignment of the beneficial interest in or the creation of any lien charge or other security interest of whatever nature over such share, or the renunciation or assignment of any right to receive or subscribe for such share without the prior written consent of the 'B' Shareholders.
 - (2) No 'B' Share or any interest in any such share shall be transferred or disposed of including without limitation the assignment of the beneficial interest in or the creation of any lien charge or other security interest of whatever nature over such share, or the renunciation or assignment of any right to receive or subscribe for such share without the prior written consent of the 'A' Shareholders.
- 12.
- (1) The directors of the company shall not register any transfer of any share without all such prior written consents.
 - (2) The directors shall register any transfer of any share in respect of which all such prior written consents shall have been given.

PROHIBITED ISSUES AND TRANSFERS

13. Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

PROCEEDINGS AT GENERAL MEETINGS

- 14.
- (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business and throughout the meeting. Two members present in person or by proxy or (if a corporation) by a duly authorised representative shall be a quorum of which one shall be or represent a holder of any of the 'A' Shares and the other shall be or represent a holder of any of the 'B' Shares. Regulation 40 shall not apply.

- (2) If within half an hour from the time appointed for a general meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and such other time and place as all the members may agree in writing.
 - (3) In regulation 44 the words 'of the class of shares the holders of which appointed him as director' shall be substituted for the words 'any class of shares in the Company'.
 - (4) At any general meeting a poll may be demanded by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.
 - (5) An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.
 - (6) The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting.
 - (7) The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply.
 - (8) A notice convening a general meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Regulation 38 shall be modified accordingly.
 - (9) 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 declaring a dividend, the consideration of the accounts, balance sheet, the reports of the directors and auditors, and the appointment of, and the fixing of the remuneration of, the auditors.
 - (10) Notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and the auditors for the time being of the company.
15. Any such resolution in writing as is referred to in Regulation 53 may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

ALTERNATE DIRECTORS

16.

- (1) Any director (other than an alternate director may at any time appoint any person (including another director) to be an alternate director and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected in like manner as provided in Article 17.(4). The same person may be appointed as the alternate director of more than one director.
- (2) The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director.
- (3) An alternate director shall be entitled to receive notices of meetings of the directors and of any committee of the directors of which his appointor is a member and shall be entitled to attend and vote as a director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director of the relevant class. If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. His signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. An alternate

director shall not save as aforesaid have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.

- (4) An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the company in respect of his appointment as alternate director any remuneration otherwise payable to his appointor except as such appointor may by notice in writing to the company from time to time direct.
- (5) Regulations 65 to 69 shall not apply.

APPOINTMENT AND RETIREMENT OF DIRECTORS

17.

- (1) The holders of a majority of the 'A' Shares shall appoint one director and shall be entitled by notice in writing to the company to appoint a maximum of two directors and by like notice to remove any of such directors and at any time from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be an 'A' director.
- (2) The holders of a majority of the 'B' Shares shall appoint one director and shall be entitled by notice in writing to the company to appoint a maximum of two directors and by like notice to remove any of such directors and at any time from time to time by like notice to appoint any other person to be a director in place of a director so removed. Any director so appointed shall be a 'B' director.
- (3) A notice of appointment of a director pursuant to this Article shall take effect upon lodgement at the registered office or on delivery to a meeting of the directors or on delivery to the secretary.
- (4) Every director appointed pursuant to this Article shall hold office until he is either removed in manner provided by this Article or dies or vacates office pursuant to regulation 81 (as modified by Article 18) and neither the company in general meeting nor the director shall have power to fill any such vacancy.
- (5) Any director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointor(s) as to the business and affairs of the company and its subsidiaries as he shall in his absolute discretion determine.
- (6) Every director appointed pursuant to this Article shall hold office until he is either removed in manner provided by this Article or dies or vacates office pursuant to regulation 81 (as modified by Article 18) and neither the company in general meeting nor the director shall have power to fill any such vacancy.
- (7) Any director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointor(s) as to the business and affairs of the company and its subsidiaries as he shall in his absolute discretion determine.
- (8)
 - a. The number of directors shall be determined by special 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 two. Regulation 64 shall not apply to the company.
 - b. If the number of directors is less than the number fixed as the quorum, the continuing director may act only for the purpose of calling a general meeting.

18. The directors shall not be subject to retirement by rotation and accordingly Regulations 73 to 75 shall not apply and all other references in the Regulations to retirement by rotation shall be disregarded.

19. No director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

20. Regulation 81 shall be modified by deleting paragraph (e) thereof. The office of a director shall also be vacated if he shall be removed from office as hereinbefore provided.

REMUNERATION OF DIRECTORS

21. The ordinary remuneration of the directors shall from time to time be determined by a resolution of the company in general meeting, and shall, unless such resolution otherwise provides, be divisible among the directors as they may agree or, failing agreement, equally, except that any director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a portion of remuneration related to the period during which he has held office. Regulation 82 shall not apply.

PENSIONS

22. The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers including directors and ex-directors of the company or its predecessors in business or of any holding company or subsidiary of the company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes whether contributory or non-contributory for the benefit of any such persons and/or their relations or dependants or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers of this Article conferred upon the directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply.

PROCEEDINGS OF DIRECTORS

- 23.
- (1) Except during periods when there are, for whatever reason, no 'A' directors or no 'B' directors:
 - a. the quorum for the transaction of the business of the directors shall be two of whom one shall be an 'A' director and one a 'B' director; and
 - b. any committee of the directors shall include at least one 'A' director and one 'B' director and the quorum for the transaction of the business of any such committee shall be two of whom one shall be an 'A' director and one a 'B' director.
 - (2) In the event that at any duly convened meeting of the directors or of any committee of the directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time place or to such other day, and at such other time and place as an 'A' director and a 'B' director may agree in writing and if an hour from the time appointed therefor a quorum is not present such adjourned meeting shall be dissolved.
 - (3) Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.
 - (4) Regulation 89 shall not apply to the company.
- 24.
- (1) The chairman of any meeting of the directors or of any committee of the directors shall not be entitled to a second or casting vote. Regulation 88 shall be modified accordingly.
 - (2) The 'A' directors shall together have one vote and the 'B' directors shall together have one vote and such voting rights shall apply whatever the number of directors of the relevant class

shall attend the meeting and whether or not the director or directors are present in person or by alternate.

25.

- (1) Unless otherwise agreed in writing by an 'A' director and a 'B' director in any particular case, at least 3 clear days' notice shall be given to each director of every meeting of the directors. The third sentence of regulation 88 shall not apply to the company.
- (2) Regulation 111 shall be read as if the words "except that a notice calling a meeting of the directors need not be in writing" were deleted therefrom.
- (3) Each such notice shall (a) be sent to the address notified from time to time by each director as his address for the service of such notices or if no address has been so supplied, to his last known address; (b) contain an agenda specifying in reasonable detail the matters proposed to be discussed at the relevant meeting; (c) be accompanied by any relevant papers for discussion at such meeting; and (d) if sent to an address outside the United Kingdom, be sent by courier, telex or facsimile transmission.
- (4) Save as provided in paragraph (3), any such notice may be delivered personally or by first class prepaid letter and shall be deemed to have been served if by delivery when delivered and if by first class letter 48 hours after posting.
- (5) Notwithstanding paragraph (3) business or a resolution may be transacted or passed at any meeting of the directors even if it was not disclosed in the agenda for such meeting.

26. Appropriate completed minutes of each meeting of the directors shall be maintained by the company and copies thereof distributed to the directors as soon as reasonably practicable after the meeting shall have been held.

27. If a director has complied with Section 317 of the Act such a director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting at which the proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply.

BORROWING POWERS

28. The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.

ACCOUNTS AND INFORMATION

29. Every member shall be entitled, either himself or through his agents duly authorised in writing, during the company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the company and each of its subsidiaries on giving not less than 48 hours written notice to the secretary or, if there is none for the time being, the chairman. The company shall give each such member all such facilities as he may reasonably require for such purposes including the use of copying facilities. The company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid. Regulation 109 shall not apply.

NOTICES

30. A notice sent by post shall be deemed to be given at the time when the same was posted. The second sentence of regulation 115 shall not apply.

INDEMNITY

31. Subject to the provisions of and so far as may be permitted by law, every director, auditor, secretary or other officer of the company shall be entitled to be indemnified by the company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the company and in which judgement is given in his favour or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the court. Regulation 118 shall not apply.

OVERRIDING PROVISIONS

32. Where the approval, agreement or consent of any member or director is required under any provision of these Articles to any particular matter, such approval, agreement or consent may be given subject to such terms and conditions as that member or director may in his absolute discretion require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

DAVID ANGUS WR1GHT,
NORTH VILLAS,
155, SKIPTON ROAD,
KEIGHLEY, YORKSHIRE

Narrow Fabric Manufacturer.

FRANK WRIGHT, M.B.E.,
SIDE BAR,
BROW,
HAWORTH, YORKSHIRE.

Narrow Fable Manufacturer.

Dated this 17th day of July, 1964.
Witness to the above Signatures:-

WILLIAM CASSON LONG,
THE MANOR HOUSE,
MANOR STREET,
BRADFORD, 1

Chartered Accountant.