

shall be determined by Aronson & Oresman, Certified Public Accountants, 350 Fifth Avenue, New York 1, New York, in accordance with sound accounting practices and procedures and in accordance with the procedures heretofore adopted by said accountants in preparing the financial statements of Her Majesty Underwear Company.

(b) The book value of the common stock of Her Majesty Manufacturing Company as of December 31, 1962 shall be determined by Aronson & Oresman, Certified Public Accountants, 350 Fifth Avenue, New York 1, New York, in accordance with sound accounting practices and procedures and in accordance with the procedures heretofore adopted by said accountants in preparing the financial statements of Her Majesty Manufacturing Company.

(c) If Aronson & Oresman, Certified Public Accountants, fail or refuse or are unable for other reasons to determine the book value of the common stock of Her Majesty Underwear Company and Her Majesty Manufacturing Company, then some other individual or firm, who are certified public accountants, shall make said determination in their stead.

(d) That said determination of the book value of the stock of Her Majesty Underwear Company and Her Majesty Manufacturing Company, as determined by Aronson & Oresman or other certified public accountants as hereinabove provided, shall be final and binding upon the respective corporations and the stockholders thereof.

(e) All the common stock of Her Majesty Manufacturing Company issued and outstanding on December 31, 1962 shall be surrendered, cancelled and retired, and, in exchange for said shares of said outstanding common stock, there shall be issued to said respective stockholders shares of the common stock of Her Majesty Underwear Company based on the ratio that the book value of the shares of common stock of Her Majesty Underwear Company bears to the book value of the common stock of Her Majesty Manufacturing Company as determined by the firm of Aronson & Oresman or other certified public accountants as hereinabove provided.

(6) Each corporation undertakes and agrees that since and following the date hereof, it will not sell, transfer, or dispose of any of its assets and equipment to any other person, firm or corporation other than in the ordinary course of business, nor will it incur any obligations or enter into any contracts other than in the ordinary course of business.

(7) Each corporation agrees that its financial condition is substantially that as appears on its books and records as of the date hereof.

(8) All and singular the rights, privileges, powers and lands, tenements, hereditaments, real and personal property, claims, accounts, choses in action, and property of every kind, nature and

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