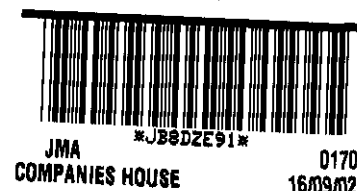


COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

T.J. HUGHES LIMITED



- 1 The name of the Company is T.J. Hughes Limited.¹
- 2 The registered office of the Company will be situate in England.
- 3 The objects for which the Company is established are:
 - (i) to carry on all or any of the businesses of designers, manufactures, importers, exporters, distributors, agents for the sale of, and wholesale and retail dealers of and in clothing and all other manufactured goods and merchandise of every description, fashion specialists, tailors and dressmakers, costumers, milliners and general drapers, furriers, hosiers, hatters, silk mercers, lace merchants and dealers in textile fabrics of all kinds, corset and belt makers, haberdashers, gloves, dyers, cleaners, proprietors of boutiques, shops and general stores, sports outfitters, dealers in sports and athletic equipment and accessories, boot and shoe manufacturers and dealers, hide, skin and fur merchants, furriers, tanners, umbrella dealers, manufacturers of and dealers in wigs, bags, trunks, suit cases, leather and fancy goods of all kinds, furniture, ironmongery and other household fittings, china, glass, cutlery, pottery, jewellery, toys, games, novelties, ornaments, stationery, drugs, chemicals, perfumery and toilet requisites and all articles, commodities and things used or required for household or personal use or adornment; owners of depositories, furnishing and general warehousemen, storekeepers, insurance and general agents, merchants and traders; and to buy, sell and generally deal in all goods, merchandise, materials provisions and produce of every description, and all goods, merchandise, materials, articles and things required for the purpose of any of the foregoing businesses, or capable of being profitably dealt with in connection with, or are likely to be required by customers of or persons having dealings with the Company;
 - (ii) to carry on any other business, manufacturing or otherwise (except assurance business within the meaning of section 1 of the Assurance Companies Act 1909 as extended by the Industrial Assurance Act 1923 or the reinsurance of any risks under any class of assurance business to which those acts apply) which may seem to the Company capable of being conveniently carried on in connection with any of the above specified businesses, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights;
 - (iii) to acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of this Company;

¹ The Company was incorporated as "TJ Hughes & Company Limited" and changed its name on 22 April 1992 to "TJ Hughes plc". The name was changed to "TJ Hughes plc" on the Company's re-registration as a public limited company on 22 April 1992. The name was changed to the above on the Company's re-registration as a private limited company on 6 September 2002.

- (iv) to apply for, purchase or otherwise acquire any patents, brevets and invention, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop or grant licenses in respect of, or otherwise turn to account the property, rights or information so acquired;
- (v) to enter into any agreement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company;
- (vi) to take, or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company;
- (vii) to enter into any arrangements with any government or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions;
- (viii) to establish and support, or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependants or connections of such persons and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (ix) to promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company;
- (x) generally to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business (and in particular any land, buildings, easements, machinery, plant and stock-in-trade);
- (xi) to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company;
- (xii) to invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined;
- (xiii) to lend and advance money or give credit, with or without security, to such persons or companies and on such terms as may seem expedient and in particular to customers having dealings with the Company, to enter into guarantees, contracts of indemnity and suretyships of all kinds or otherwise support or secure by any means whatsoever, either with or without the Company receiving any consideration or advantage, the liabilities and obligations of any person or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) or a subsidiary undertaking (as defined by section 258 of the Companies Act 1985) of the Company or of the Company's holding company or is controlled by the same person or persons as control the Company or is otherwise associated with the Company in its business and to secure any such liability or obligation by mortgage or charge over all or any of the Company's undertakings, assets, property and rights present and future and uncalled capital of the Company;

- (xiv) to borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital, and to purchase, redeem or pay off any such securities;
- (xv) to remunerate any person or company for services rendered or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business;
- (xvi) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- (xvii) to sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company;
- (xviii) to adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest by publication of books and periodicals, and by granting prizes, rewards and donations;
- (xix) to obtain any provisional order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- (xx) to sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company;
- (xxi) to do all such other things as are incidental or conducive to the attainment of the above objects;
- (xxii) to amalgamate with any other company having objects altogether or in part similar to those of this Company;
- (xxiii) to distribute any of the property of the Company in specie among the members;
- (xxiv) to purchase and maintain insurance for the benefit of any persons who are or were at any time directors, officers or employees of the Company or any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has any interest, whether direct or indirect, or who are or were at any time trustees of any pension fund in which any employee of the Company or of any other such company or subsidiary undertaking are or have been interested indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may be lawfully insured against; and
- (xxv) subject to and in accordance with due compliance with the provisions of Sections 155-158 of the Companies Act 1985 (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 Companies Act 1985) for any such purposes as is specified in Sections 151(1) or 151(2) of the Companies Act 1985, including the giving by the Company of a guarantee for the performance of any obligation of any other company or person and the creation of any security in respect of the same.

None of the sub-clauses of this clause or the objects therein specified or the powers thereby conferred shall, except where otherwise expressed in such sub-clause, be deemed subsidiary or auxiliary merely to the objects specified in any other sub-clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world.

4 The liability of the members is limited.

5 ²The Share Capital of the Company is £50,000 divided into 20,000 6 per cent. Cumulative Preference Shares of £1 each and 30,000 Ordinary Shares of £1 each. The said Cumulative Preference Shares shall confer the right to a fixed cumulative preference dividend at the rate of 6 per cent per annum on the capital paid up thereon and the right in the winding up to payment off of capital paid up thereon and the right in the winding up to payment off of capital and any arrears of dividend, whether earned or declared or not, up to the commencement of the winding up in priority to the ordinary shares, but shall not confer any further right to participate in profits or assets. Upon any increase in capital the Company is to be at liberty to issue any new shares with any preferential deferred qualified or special rights privileges or conditions attached hereto.

² As at 22 April 1992 the share capital of the Company had been changed to £2,135,125 divided into 135,125 ordinary shares of £1 each and 2,000,000 9 per cent Cumulative Redeemable Preference Shares of £1 each.

By special resolution passed on 5 May 1992 each issued and unissued ordinary share of £1 each was sub-divided into 10 ordinary shares of 10p each.

By resolution passed on 5 May 1992 the authorised share capital of the company was increased to £4,790,000.

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 DESCRIPTION OF SUBSCRIBERS	Number of Shares taken by each Subscriber
Thomas John Hughes 7 Princes Avenue West Kirby Outfitter	1 Ordinary
Duncan Norman Priory House Kings Langley Hertfordshire Draper	1 Ordinary

Dated the 6th day of September 1927

Witness to the above Signature of)	G.A.Dawson
Thomas John Hughes)	Solicitor
		Liverpool
Witness to the above Signature of)	G.Gelloneyman
Duncan Norman)	4 Elm Court
		Temple
		London EC4
		Barrister at Law

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TJ HUGHES LIMITED

(Adopted by special resolution passed on 6 September 2002)

1. The Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter called "**Table A**") shall apply to the Company save in so far as they are varied or excluded by or are inconsistent with these Articles. References herein to Regulations are to regulations in Table A unless otherwise stated and references to the "**Act**" are to the Companies Act 1985 and any statutory modification or re-enactment thereof for the time being in force.
2.
 - (1) Unless the authority hereby given is previously revoked or varied by the Company in general meeting, the directors may at any time and from time to time within five years of the date of adoption of these Articles of Association by the Company, in accordance with section 80 of the Act exercise generally and unconditionally the power of the Company to allot relevant securities (as defined in the said section) and to offer or agree to allot such securities (notwithstanding that such offer or agreement would or might require such securities to be allotted by the Company after the said date) provided that the aggregate nominal value of the securities so allotted or offered or agreed to be allotted shall not exceed the authorised share capital of the Company at the date of adoption of these Articles.
 - (2) Save as provided by sub-clause (1) of this Article or as permitted by section 80 of the Act, no relevant securities shall be allotted or offered or agreed to be allotted except by authority of the Company in general meeting in accordance with the said section 80.
 - (3) By virtue of Section 91 of the Act the provisions of sub-section (1) of section 89 and sub-sections (1) to (6) inclusive of section 90 of the Act shall not apply to the Company.
3. The lien conferred by Regulation 8 shall also attach to fully paid shares and the Company shall have a first and paramount lien on every share (whether or not fully

paid) registered in the name of any person, 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; and Regulation 8 shall be modified accordingly.

4. (1) The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 shall not apply to the Company.

(2) Notwithstanding anything contained in Article 4(1), the directors shall not decline to register any transfer of shares, nor may they suspend registration of any shares where such transfer is executed by any person to whom such shares have been charged by way of security, or by any nominee of any such person, pursuant to a power of sale under such security, and a certificate by any such person or any employee of any such person that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts.
5. The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within sixty days the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice shall have been complied with. Regulation 31 shall be modified accordingly.
6. The following provisions of this Article shall apply if the Company has only a single member:
 - (1) Regulation 40 shall be modified by the insertion at the end of that Regulation of the following proviso: ", provided that if the Company has only a single member, the quorum shall be one such person.";
 - (2) Regulation 41 shall be modified by the addition at the end of that Regulation of the following sentence: "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved. If the Company has only a single member, the preceding provisions of this regulation as to adjournment shall not apply and, if within half an hour from the time appointed for the meeting a quorum shall not be present, or if during a meeting such a quorum ceases to be present, the meeting shall be dissolved and shall not be adjourned.".
7. A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.
8. The directors shall not be subject to retirement by rotation and accordingly:
 - (1) Regulation 73 to 77 inclusive, the last two sentences of Regulation 79, Regulation 80 and the last sentence of Regulation 84 shall not apply to the Company; and
 - (2) Regulation 78 shall apply but with the deletion of the words "subject as aforesaid" and of the words "and may also determine the rotation in which any additional directors are to retire".

9. An alternate director who is himself a director and/or who acts as an alternate director for more than one director shall be entitled, in the absence of his appointor(s), to a separate vote or votes on behalf of his appointor(s) in addition (if he is himself a director) to his own vote. Regulation 88 shall be modified accordingly.
10. A director who declares his interest therein in the manner provided by the Act and these Articles 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 counted in the quorum when any such contract or arrangement is under consideration. Regulations 94 to 96 inclusive shall not apply to the Company.
11. The number of directors shall not be less than two or more than twelve. No person shall be incapable of being appointed or re-appointed a director of the Company by reason of the fact that at the time of his appointment or re-appointment he had attained the age of 70 years and no director of the Company shall be required to vacate office by reason only of his having attained that age.
12.
 - (1) A director shall not require a shareholding qualification but nevertheless shall be entitled to attend and speak at any general meetings of or at any separate meeting of the holders of any class of shares in the Company.
 - (2) The directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of the business of the directors at a meeting of directors or of a meeting of a committee of directors shall be two directors of whom one shall be an authorised representative of JJB Sports plc for so long as that company is a shareholder of the Company.
 - (3) It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from the United Kingdom.
 - (4) The board of directors may provide for the management of the affairs of the Company in any manner they think fit, and in particular they may from time to time appoint any members or member of their own body, or any other persons or person to act as a management committee, or as advisers or an adviser, or in any other capacity, for such period and on such terms as to remuneration and otherwise as they may think fit, and may confer upon any persons or person so appointed all or any of the powers vested (whether expressly or in general terms) in the board.
 - (5) The board of directors may exercise all the powers of the Company contained in clause 3 of its Memorandum of Association.
13. A member or members holding a majority in nominal value of the issued ordinary share capital for the time being in the Company shall have power from time to time and at any time to appoint any person as a director or directors either as an additional director or to fill any vacancy, and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or in the case of a member being a company signed by one of its directors on its behalf, and shall take effect upon lodgement at the registered office of the Company or such later date as may be specified in the instrument.

14. (1) Any director or his alternate may validly participate in a meeting of the board or a committee of the board through the medium of conference telephone or any other form of communications equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting, or by a series of telephone calls from the Chairman of the meeting or by exchange of facsimile transmissions addressed to the Chairman of the meeting or by electronic mail messages addressed to the members (including the Chairman where sent by another member of the board) of the meeting.
- (2) A person so participating by being present or being in telephone communication with or by exchanging facsimile transmission with those in the meeting or with the Chairman of the meeting shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chairman of the meeting then is.
- (3) A resolution passed at any meeting held in the above manner, and signed by the Chairman of the meeting, shall be as valid and effectual as if it had been passed at a meeting of the board (or committee, as the case may be) duly convened and held.
15. Any notices to be given pursuant to these Articles may be given by telex or facsimile transmission or by electronic mail to the telex or facsimile number or electronic mail address maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the answerback or transmission report or return receipt report received by the sender. Any notice or other document delivered to or left at a registered address otherwise than by post shall be deemed to have been given at the time it was so delivered or left.
16. A resolution in writing executed by all the directors for the time being entitled to receive notice of a board meeting and not being less than a quorum, or by all the members of a committee of the board for the time entitled to receive notice of such committee meeting and not being less than a quorum of that committee, shall be as valid and effective for all purposes as a resolution duly passed at a meeting of the board (or committee, as the case may be). Such a resolution:
- (1) may consist of several documents in the same form each executed by one or more of the directors or members of the relevant committee, including executions evidenced by means of facsimile transmission;
- (2) need not be signed by an alternate director if it is signed by the director who appointed him;
- (3) if signed by an alternate director, need not also be signed by his appointor;
- (4) to be effective, need not be signed by a director who is prohibited by these Articles from voting thereon, or by his alternate.

Regulation 93 shall not apply to the Company.

17. (1) So far as the law allows, but without prejudice to any indemnity to which he may otherwise be entitled, any person who is or was at any time a director,

alternate director, officer or employee of the Company shall be entitled to be indemnified and, if the board so determines, any other Relevant Person shall be entitled to be indemnified, out of the assets of the Company against any Relevant Liability.

(2) For the purposes of these Articles:

(a) "Relevant Person" means any person who is or was at any time a director, officer or employee of:

- (i) the Company, or any body corporate which is or was at any time a holding company of the Company;
- (ii) any body corporate in which the Company, or any body corporate which is or was at any time a holding company of the Company, has any kind of direct or indirect interest;
- (iii) any body corporate in which any of the predecessors of the Company, or of any body corporate which is or was at any time a holding company of the Company, had any kind of direct or indirect interest;
- (iv) any body corporate with which the Company is or was at any time allied, or associated; or
- (v) any body corporate which is or was at any time a subsidiary undertaking of any body corporate referred to in this paragraph (a);

(b) "Relevant Liability" means any cost, charge, loss, damage, expense or liability which any person may suffer or incur:

- (i) as a result of anything he does, or does not do, in carrying out or trying to carry out his duties, or using or trying to use his powers in relation to the Company, or in relation to any of the other bodies corporate which are referred to in paragraph (a) above or, in the case of any current or past trustee of any pension fund, in relation to that pension fund; or
- (ii) in any other way in connection with his duties, powers or posts in relation to the Company or in relation to any of the other bodies corporate which are referred to in paragraph (a) above or, in the case of any current or past trustee of any pension fund, in relation to that pension fund,

including (without prejudice to the generality of the foregoing) any liability incurred in connection with defending any proceedings (whether civil or criminal) which relate to any of the matters referred to in sub-paragraphs (i) or (ii) above. Regulation 113 shall not apply to the Company.

18. So far as the law allows, the Board may take out, maintain, renew, establish, participate in, and/or contribute to the cost of, insurance for, or for the benefit of any Relevant Person or any person who is or was at any time a trustee of any pension fund in which

any employee or former employee of the Company or any of the other bodies corporate which are referred to in paragraph (a) of Article 17(2) are interested, including insurance against any Relevant Liability and, so far as the law allows, may indemnify or exempt any such person from or against any such Relevant Liability.