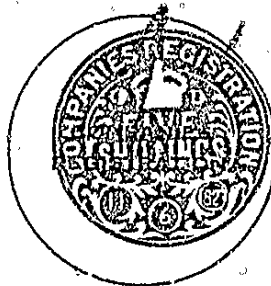


NO. OF COMPANY 508854 / 1

[C.F. 41]

THE COMPANIES ACT, 1948.

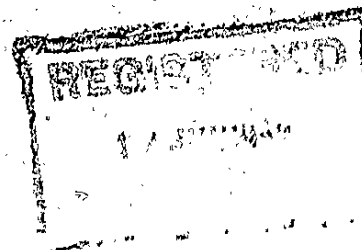


A 5/-
Companies
Registration
Fee Stamp
must be
impressed
here.

Declaration of Compliance with the requirements
of the Companies Act, 1948, on application for
Registration of a Company.

Pursuant to Section 15 (2)

(SEE FOOTNOTE OVERLEAF.)



NAME OF
COMPANY.....

G. W. & R. SHELTON LIMITED.

AT NO. C.F. 41.

P130 S1451 (D)

SHAW & SONS
LIMITED

Law Stationers and Company Registration Agents
7, 8 & 9, Fetter Lane, Fleet Street, E.C. 4

Presented by

SHAW & SONS



I, RALPH WARD

of 1 High Street, Wellingborough in the County of
Northampton

Wf DO solemnly and sincerely declare that I am (a) [a Solicitor of the Supreme Court engaged in the formation] ~~[a person named in the Articles of Association as a Director/Secretary]~~

of

G. W. & R. SHELTON LIMITED,

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with. And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at Wellingborough

Wf the seventh day of June

One thousand nine hundred and fifty two

before me,

John G. Ross
A Commissioner for Oaths (b)

Ward

This margin to be reserved for binding.

NOTE.

Section 15 of The Companies Act, 1948.

15.—(1) A Certificate of Incorporation given by the Registrar in respect of any Association shall be conclusive evidence that all the requirements of this Act in respect of registration and of matters precedent and incidental thereto have been complied with, and that the Association is a Company authorised to be registered and duly registered under this Act.

(2) A Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor, engaged in the formation of the Company, or by a person named in the Articles as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

- (a) Dole words not required.
(b) or a Notary Public or Justice of the Peace.

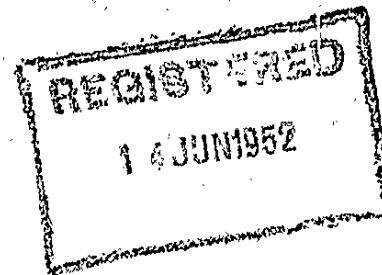
NO. OF COMPANY **508854** 2

ICA. 241



Statement of the Nominal Capital

made pursuant to Sec. 112, Stamp Act, 1891. (NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100—Sec. 41, Finance Act, 1933.)



NAME OF

COMPANY.....

G. W. & R. SHELTON

LIMITED.

This Statement is to be filed with the Memorandum of Association when the Company is registered.

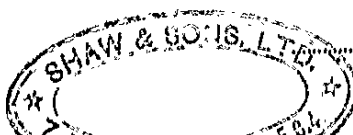
CAT. No. C.A. 24.

P132 E2038(C)

SHAW & SONS
LIMITED

Law Stationers and Company Registration Agents
7, 8 & 9, Fetter Lane, Fleet Street, E.C. 4

Presented by



The Nominal Share Capital

of the

G. W. & R. SHELTON

LIMITED,

is £20,000, divided into 20,000 shares of £1.

each.

Signature *G. W. & R. Shelton*

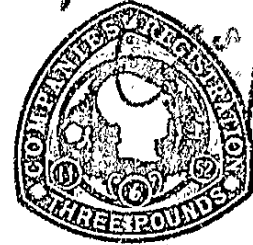
Description Secretary.

Date 5th June 1952.

This margin to be reserved for binding.

508854/3

P



1.

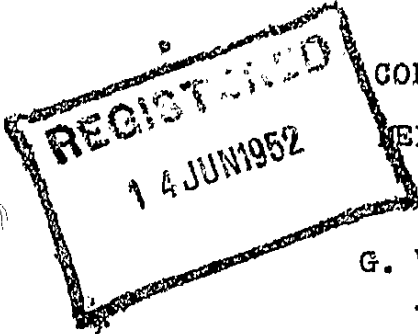
THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.

MEMORANDUM OF ASSOCIATION

of

G. W. & R. SHELTON LIMITED.



1. The name of the Company is "G. W. & R. SHELTON LIMITED".

2. The Registered Office of the Company will be at [redacted] in England.

3. The objects for which the Company is established are:-

(1) (a) To carry on business as manufacturers, buyers, and sellers of, and wholesale and retail dealers in boots, shoes, slippers, sandals, gaiters, hosiery, and footwear of every description.

(b) To carry on business as boot and shoe repairers, boot and shoe machinists, sole sewers, leather tanners and dyers, and to manufacture, buy, sell and deal in blacking, boot polishes and preparations, leather goods, travel goods, fancy goods, rubber goods, lasts, boot trees, buckles, laces, fastenings, grindery and other accessories.

(c) To carry on business as hosiers, drapers, tailors, dressmakers, milliners, hatters, gloves, clothiers, and sports and general outfitters.

(2) To carry on or acquire any businesses similar to the businesses above mentioned or which may be conveniently or advantageously carried on or combined with them, or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(3) To purchase or sell, take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of any estate or interest in any lands, buildings, easements, concessions, machinery, plant, stock in trade, goodwill, trade marks, designs, patterns, patents, copyright or licences, or any other real or personal property or any right, privilege, option, estate or interest.



- (4) To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.
- (5) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any railways, tramways, roads, canals, docks, locks, wharves, stores, buildings, shops, factories, works, mills, plant or machinery necessary for the Company's business, or to join with others in doing any of the things aforesaid.
- (6) To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertaking, property and assets including the uncalled Capital of the Company.
- (7) To remunerate any person, firm 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.
- (8) Upon the issue of any Shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by Shares or options to take Shares, or by Debentures, Debenture Stock or other Securities, persons subscribing for Shares, or procuring subscriptions for Shares.
- (9) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes or other negotiable instruments.
- (10) To apply for and take out, purchase or otherwise acquire any trade marks, designs, patterns, patents, patent rights, inventions or secret processes which may be useful for the Company's objects, and to grant licences to use the same.
- (11) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company.
- (12) To cause the Company to be registered or otherwise incorporated in any Colony, Dependency or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign

State.

- (13) To establish or promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (14) To acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm, or company carrying on any business of a nature similar to that which this Company is authorised to carry on.
- (15) To amalgamate with any company having objects similar to those of this Company.
- (16) To sell or dispose of the whole 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.
- (17) To subscribe or guarantee money for any charitable, benevolent, educational or social object, or for any exhibition or for any public, general, or useful object which the Directors may think desirable or advantageous to the Company.
- (18) To establish and support, or to aid in the establishment and support of, any club, institution or organisation calculated to benefit persons employed by the Company or having dealings with the Company.
- (19) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.
- (20) Subject to the provisions of Section 54 of the Companies Act, 1948, to lend and advance money to such persons, firms or companies, and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by such persons, firms or companies.
- (21) To enter into partnership or into any arrangement 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, and to lend money to, guarantee the contracts of, or otherwise assist, any such person or company.

(22) To take, or otherwise acquire, and hold shares, debentures, debenture stock or other securities 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.

(23) To grant bonuses, gratuities, pensions or charitable aid to persons employed by the Company.

(24) To distribute any of the property of the Company among its Members in specie.

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

4. The liability of the Members is limited.

5. The Share Capital of the Company is £20,000, divided into 20,000 Ordinary Shares of £1 each.

Witness to the above ~~signatures~~:-

119 *Highland Road*
WELLINGBOROUGH

508854/K



6.

THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.

ARTICLES OF ASSOCIATION

of

G. W. & R. SHELTON LIMITED.

PRELIMINARY AND INTERPRETATION.

1. The following shall be the Articles of the Company. The regulations contained in Table A of the First Schedule to the Companies Act, 1948, are excluded and shall not apply to the Company, except in so far as the said regulations are hereinafter expressly stated to apply to the Company. In case of any difference or inconsistency between the provisions of these Articles and the regulations of the said Table A hereinafter expressly referred to, the provisions of these Articles shall prevail.

2. In these Articles:-

"the Act" means the Companies Act, 1948;

"the seal" means the Common Seal of the Company;

"the Secretary" means any person appointed to perform the office of Secretary of the Company;

"the United Kingdom" means Great Britain and Northern Ireland;

"Table A" means Part I of Table A of the First Schedule to the Act;



"the Articles" means the Articles of Association of the Company as originally hereby framed, or as altered by special resolution, except that where there is a reference to a number of a clause of the Articles, it shall be deemed to refer to the clause as numbered in the Articles as herein printed, and not in any subsequent alteration of the Articles.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in the Articles shall bear the same meaning as in the Act.

3. The Company is a private company within the meaning of the Act, and accordingly:-

- (a) The right to transfer Shares is restricted in the manner hereinafter prescribed;
- (b) The number of members of the Company is limited to fifty, exclusive of persons who are in the employment of the Company, and of persons who, having been formerly in the employment of the Company, were while in such employment, and have continued after the determination of such employment to be, members of the Company; provided that where two or more persons hold one or more Shares in the Company jointly, they shall for the purpose of this Clause be treated as a single member;
- (c) Any invitation to the public to subscribe for any Shares or Debentures of the Company is prohibited; but nevertheless an offer or invitation may be made to the members and debenture holders of the Company, subject to the provisions of sub-clause (b) of this Clause, to subscribe for Shares or Debentures of the Company, if such an offer or invitation can properly be regarded as a domestic concern of the persons making and receiving it, whether because it is not calculated to result directly or indirectly in the Shares or Debentures becoming available for subscription or purchase by persons other than those receiving the offer or invitation, or otherwise;

- (d) The Company shall not have the power to issue Share Warrants to bearer;
- (e) The Company shall be an exempt Private Company within the meaning of Section 129 (4) of the Act, and the Directors shall ensure that all the provisions of the Act and of the Seventh Schedule thereto shall be at all times observed, so that the Company shall always remain an exempt Private Company; and in particular no Shares or Debentures of the Company shall be held by any body corporate, and no person other than the holder of the Shares or Debentures of the Company shall have any interest in the said Shares or Debentures, unless the holding of the said Shares or Debentures by a body corporate, or the interest in the said Shares or Debentures by a person other than the holder of the said Shares or Debentures shall fall within the exceptions to the basic conditions as stated in the said Seventh Schedule. All the other clauses of the Articles shall apply and be construed so as to be subject to the provisions of this Clause.

ALTERATION OF ARTICLES.

4. The Company may from time to time alter or add to any of these Articles by passing and registering a special resolution in the manner prescribed by the Act. No Member of the Company shall be bound by any alteration made in the Memorandum of Association or in the Articles after the date on which he became a Member, if and so far as the alteration requires him to take or subscribe for more Shares than the number held by him at the date on which the alteration is made, or in any way increases his liability as at that date to contribute to the Share Capital of, or otherwise to pay money to, the Company, unless such Member agrees in writing to be bound by the alteration either before or after it is made.

SHARES.

5. Regulations 2 to 10, inclusive, of Table A shall apply.

LIEN.

6. The Company shall have a first and paramount lien on every Share for all moneys, whether presently payable or not, called or payable at a fixed time in respect of that Share, and the Company shall also have a first and paramount lien on all Shares standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Clause. The Company's lien, if any, on a Share shall extend to all dividends payable thereon.

7. Regulations 12 to 14, inclusive, of Table A shall apply.

CALLS ON SHARES.

8. Regulations 15 to 21, inclusive, of Table A shall apply.

TRANSFER OF SHARES.

9. If any Member wishes to transfer his Shares, or any of them to a person who is not a Member of the Company, other than a person covered by Clause 10 of the Articles, the Member wishing to transfer his Shares (hereinafter referred to as "the transferring Member") shall notify his wish to the Directors by sending to them a notice in writing (hereinafter referred to as a "transfer notice") to the effect that he wishes to transfer such Shares. The said transfer notice shall specify the number of Shares which the transferring Member wishes to transfer, and the sum estimated by the transferring Member to be the value of each of such Shares. The transferring Member shall not be entitled to revoke a transfer notice without the consent in writing of the Directors.

10. Any Share may be transferred by a Member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such Member, and any share of a deceased Member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased Member to whom such deceased Member may have specifically bequeathed the same, and shares standing in the name of the Trustees of the Will of any deceased Member may be transferred upon any change of Trustees to the Trustees for the time being of such Will.

11. The receipt by the Directors of a transfer notice shall constitute an authority to them to offer for sale the Shares which the transferring Member wishes to transfer at a fair value, to be ascertained as follows:-

- (a) If the Directors shall approve the sum estimated by the transferring Member as the value of the Shares, then such sum shall be the fair value.
- (b) If the Directors, at their discretion, shall not approve the sum estimated as the said value by the transferring Member, they shall request the Auditor of the Company to make,

in writing, a valuation of the current value of the said Shares, and the sum thus fixed by the Auditor shall be the fair value;

- (c) If for any reason the Auditor shall refuse to, or for any other reason shall not, make the said valuation, the Directors, with the consent in writing of the transferring Member, shall request any other person whom they think fit to make the said valuation in the same manner as prescribed in sub-clause (b) of this Clause, and the sum thus fixed by this person shall be the fair value.

12. When the fair value of the Shares which the transferring Member wishes to transfer shall have been fixed in the manner prescribed in Clause 11 of the Articles, the Directors shall cause a notice in writing to be sent to the transferring Member, informing him of the fair value of the Shares, and shall also cause a notice to be sent to every other Member of the Company, stating the number and the fair value of the said Shares, and shall therein invite each of such Members to give notice, in writing, within fourteen days, whether he is willing to purchase any, and if so what maximum number, of the said Shares.

13. If at the expiration of the fourteen days referred to in Clause 12 of the Articles only one Member (hereinafter referred to as "the purchasing Member") shall have given notice in writing to the Company of his desire to purchase all or some of the Shares which the transferring Member wishes to transfer, the Directors shall inform the transferring Member of the name and address of the purchasing Member, and the transferring Member shall complete and execute a transfer of those of the said Shares which the purchasing Member has stated in the said notice that he is willing to purchase to the purchasing Member, and shall deliver up the said transfer and the relative Share Certificates to the purchasing Member in exchange for the purchase money. If at the expiration of the said fourteen days two or more Members (hereinafter referred to as "the purchasing Members") shall have given notice in writing to the Company of their desire to purchase all or some of the said Shares, the Directors shall apportion the said Shares amongst the purchasing Members as far as possible in proportion to the number of Shares in the Company already held by them respectively, provided that none of the purchasing Members shall be obliged to take more than the maximum number of the said Shares which he has expressed his willingness to take in the said notice. If the number of the purchasing Members exceeds the number of the said Shares, the Directors shall not apportion more than one of the said Shares to any one of the purchasing Members, and shall select as the transferees of the said Shares those of the purchasing Members having larger holdings of Shares in the Company in preference to those of the purchasing Members having smaller holdings of Shares in the Company. The Directors shall then inform the transferring Member of the names and addresses of the

purchasing Members or of those of them who shall have been selected as transferees by the Directors in accordance with the provisions of this Clause, and the number of Shares to be transferred to each of them; and the transferring Member shall complete and execute transfers to the purchasing Members or those of them selected as transferees as aforesaid of those Shares to be transferred to them under the provisions of this Clause, and shall deliver up the transfers and the relative Share Certificates to the Members to whom he has transferred his Shares, in exchange for the purchase money.

14. Notwithstanding anything in Clause 13 of the Articles, when, under the provisions of the said Clause, the transferring Member has transferred some of the Shares in respect of which a Share Certificate has been issued to one transferee, and other of the Shares in respect of which the same Share Certificate has been issued to one or more other transferees, the transferring Member shall deliver the said Share Certificate and the transfers not to the said transferees, but to the Company, and the Secretary shall retain the said Share Certificate, and shall certify on the transfers that the relative Share Certificates for the transferring Member's Shares have been duly lodged in the office of the Company.

15. If the Directors shall be unable, within one month after the receipt of the transfer notice referred to in Clause 9 of the Articles, to find a purchaser for all or any of the Shares which the transferring Member wishes to transfer among the Members of the Company, the transferring Member may transfer the said Shares or those thereof which remain unsold under the provisions of Clause 13 of the Articles to any person, even though such person is not a Member of the Company, and at any price which may be agreed between the transferring Member and the said person; but notwithstanding anything contained in this Clause, the Directors may refuse to register the transfer and the said person as a Member of the Company under the provisions of Clause 17 (a) of the Articles and of Regulation 25 of Table A.

16. Nothing contained in the provisions of Clauses 9 to 15 inclusive of the Articles shall apply to a transfer of Shares by a Member of the Company to a person who is already, before the said transfer, a Member of the Company.

17. (a) The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any Share, whether or not it is a fully paid up Share.

(b) Regulations 22 and 23, and Regulations 25 to 28, inclusive, of Table A shall apply.

TRANSMISSION OF SHARES.

18. Regulations 29 to 32, inclusive, of Table A shall apply.

FORFEITURE OF SHARES.

19. Regulations 33 to 39, inclusive, of Table A shall apply.

ALTERATION OF CAPITAL.

20. Regulations 44 to 46, inclusive, of Table A shall apply.

GENERAL MEETINGS.

21. Regulations 47 to 49, inclusive, of Table A shall apply.

NOTICE OF GENERAL MEETINGS.

22. Regulations 50 and 51 of Table A shall apply.

PROCEEDINGS AT GENERAL MEETINGS.

23.(a) 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; save as herein otherwise provided, two or more Members personally present and holding, or representing by proxy, not less than Five per cent. of the issued Capital of the Company, shall be a quorum.

(b) Regulation 52, and Regulations 54 to 61, inclusive, of Table A shall apply.

VOTES OF MEMBERS.

24. Regulations 62 to 73, inclusive, of Table A shall apply.

CORPORATIONS ACTING BY REPRESENTATIVES
AT MEETINGS.

25. Regulation 74 of Table A shall apply.

RESOLUTIONS IN WRITING.

26. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

DIRECTORS.

27. (a) The number of the Directors of the Company shall be not less than two or more than eight. The first Directors shall be George William Shelton, of 49, Queens Road, Wollaston, Northants, Boot Manufacturer; Reginald John Shelton, of 52, Holyoak Road, Wollaston, Northants, Boot Manufacturer; Donald Reginald Shelton, of 57, Holyoak Road, Wollaston, Northants, Boot Manufacturer; William George Baxter, of Haverley House, York Road, Wollaston, Boot Manufacturer; Selina Shelton, of 49, Queens Road, Wollaston, Northants and Doris Lily Shelton of 52, Holyoak Road, Wollaston, Northants.

(b) Subject to the provisions of Section 184 of the Act and Regulation 96 of Table A, and of Clause 31A of the Articles, the said George William Shelton, so long as he continues to be the beneficial holder of 100 Ordinary Shares in the Company, and the said Reginald John Shelton so long as he continues to be the beneficial holder of 100 Ordinary Shares in the Company, shall remain Directors of the Company, and shall not be subject to retirement by rotation under the provisions of Regulation 89 of Table A, until they shall die or elect to retire.

(c) The qualification of a Director shall be the holding as beneficial owner of at least 100 Ordinary Shares of the Company. A Director may act before acquiring his qualification, but it shall be his duty to acquire his said qualification within two months after his appointment.

(d) Regulations 76 and 78 of Table A shall apply.

POWERS AND DUTIES OF DIRECTORS.

28. Any Director may from time to time appoint any person to be an alternate or substitute Director, provided that such appointment is approved by a Special Resolution passed by the Company in General Meeting. The appointee, while he holds office as an alternate or substitute Director, shall be entitled to receive notice of the Meetings of the Directors, and of committees of the Directors, and to attend and vote thereat, and to act, to the same extent as the Director appointing him, but he shall not require any qualification, and shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the Director appointing him, as may be agreed between the said Director and the appointee. Any appointment so made may be revoked at any time by the appointor or by a resolution of the Directors, or by an Ordinary Resolution of the Company in General Meeting. Any appointment, or revocation by the appointor, made under this Clause shall be in writing, and notice in writing shall be given to the registered office of the Company or to some other place as the Company may determine from time to time.

29. The Directors may at any time require any person whose name is entered in the Register of Members of the Company to furnish them with any information, supported if the Directors so require by a statutory declaration, which they may consider necessary for the purpose of determining whether or not the Company is an exempt Private Company within the meaning of Section 129 (4) of the Act.

30.(a) A Director may vote and be counted in the quorum at any Meeting of the Directors in respect of any contract or proposed contract or arrangement with the Company whether or not such Director is directly or indirectly interested in any such contract or proposed contract.

(b) Regulations 80 to 83, inclusive, Sections (1), (3), (4), and (5) of Regulation 84, and Regulations 85 to 87, inclusive, of Table A shall apply.

DISQUALIFICATION OF DIRECTORS.

31A. The office of Director shall be vacated if the Director:-

- (a) Ceases to be a Director by virtue of Section 182 of the Act; or
- (b) Becomes bankrupt, or makes any arrangement or composition with his creditors generally; or
- (c) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act; or
- (d) Is found lunatic or becomes of unsound mind; or
- (e) Is convicted of an indictable offence: or
- (f) Gives to the Directors one month's notice in writing that he resigns his office of Director, in which event the said office shall be vacated at the expiration of such month; or
- (g) Shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period.

31B. A person otherwise eligible, and not excluded by the provisions of any other clause in the Articles, may be appointed a Director in the manner provided in the Articles, notwithstanding that he is over seventy years of age at the time of his appointment as a Director; and subject to any other provision in the Articles, a Director may continue to hold office as a Director notwithstanding that he has reached the age of seventy, and no Director shall retire at the conclusion of the first Annual General Meeting after he has reached the age of seventy or at any other time merely because he has reached the age of seventy or any other age. The provisions of Section 185 of the Act shall not apply to the Company at any time whether or not at that time the Company is by statute exempted from those provisions.

ROTATION OF DIRECTORS.

32. Regulations 89 to 97, inclusive, of Table A shall apply, unless herein otherwise expressly provided.

PROCEEDINGS OF DIRECTORS.

33. (a) The quorum necessary for the transaction of business at a Board Meeting of the Directors shall be two until otherwise determined by the Directors.

(b) Regulation 98, and Regulations 100 to 106, inclusive, of Table A shall apply.

BORROWING BY DIRECTORS.

34. The Directors may from time to time, at their discretion, raise or borrow any sum or sums of money, for the purposes of the Company, and may secure the sums so raised or borrowed by mortgage of the whole or any part of the property or assets of the Company, both present and future, including the uncalled Capital of the Company, or by Debentures, Debenture Stock or other securities, charged upon the said property or assets of the Company.

MANAGING DIRECTOR.

35. Subject to the provisions of Section 184 of the Act, and Regulation 96 of Table A, and of Clause 31A of the Articles, the said George William Shelton and Reginald John Shelton, referred to in Clauses 27 (a) and 27 (b) of the Articles, so long as they each shall continue to hold as beneficial owner 100 Ordinary Shares in the Company and to be Directors of the Company under the provisions of Clause 27 (b) of the Articles, shall be the permanent Joint Managing Directors of the Company, and shall be entitled to exercise all the powers, authorities and discretions conferred by the Articles on the Directors.

SECRETARY.

36. Regulations 110 to 112, inclusive, of Table A shall apply.

SEAL.

37. Regulation 113 of Table A shall apply.

DIVIDENDS AND RESERVE.

38. Regulations 114 to 122, inclusive, of Table A shall apply.

ACCOUNTS.

39. Regulations 123 to 127, inclusive, of Table A shall apply.

CAPITALISATION OF PROFITS.

40. Regulations 128 and 129 of Table A shall apply.

AUDIT.

41. Regulation 130 of Table A shall apply.

NOTICES.

42. Regulations 131 to 134, inclusive, of Table A shall apply.

WINDING UP.

43. Regulation 135 of Table A shall apply.

INDEMNITY.

44. Regulation 136 of Table A shall apply.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

George Tillim Shelton.

89. Queens Road Wollaston Northants.

Boot Manufacturer.

Reginald. John. Shelton.

52. Holyoake. Road.

Wollaston.
Northants.

Boot. Manufacturer.

Dated this *fifth* day of *June* 1951

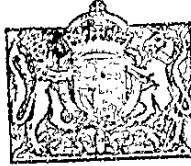
Witness to the above Signatures:-

[Signature] F.S.A.A.
Incorporated Accountant,

119 Midland Road
WELLINGBOROUGH.

DUPLICATE FOR THE FILE

No. 508854



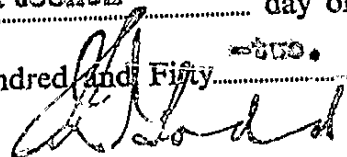
Certificate of Incorporation

I Hereby Certify, That

G. V. & R. SHELTON LIMITED

is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this fourteenth day of June 1952 One Thousand Nine Hundred and Fifty


Registrar of Companies

Certificate
received by



Date

16.6.52.

NO. OF COMPANY.

506851/26

THE COMPANIES ACTS 1948 TO 1967.

Notice of place where register of Directors' interests in shares in, or debentures of, a company or its associated companies is kept or of any change in that place.

Pursuant to Section 29 (8) of the Companies Act 1967.

Name of Company..... G.W. & R. SHELTON

LIMITED

To the REGISTRAR OF COMPANIES.

The above-named company hereby gives you notice, in accordance with subsection (8) of Section 29 of the Companies Act 1967, that the register of Directors' interests in shares in, or debentures of; the company or any associated companies is kept at

119/121 MIDLAND ROAD
WELLINGBOROUGH

(Signed).....

(State whether Director or Secretary)..... Director.

DATE.....

17.1.68

19.....

JORDAN & SONS, LTD.,
116, Chancery Lane, London, W.C2.

CAT. No. CFR.6.

SHAW & SONS LTD.,
7, 8 & 9, Fetter Lane, London, E.C.4.

Law Stationers and Company Registration Agents

Presented by

THORNTON BAKER & CO.,
CHARTERED ACCOUNTANTS,
119/121, MIDLAND ROAD,
WELLINGBOROUGH.

Presenter's Reference

THE COMPANIES ACTS 1948 to 1981COMPANY LIMITED BY SHARESSPECIAL RESOLUTIONS

of

G W & R SHELTON LIMITEDPassed on 26th August 1983

At an Extraordinary General Meeting of the Company held at Brooke House Queen Street Wellingborough on the 26th day of August 1983 the following Resolutions were duly passed as Special Resolutions:-

SPECIAL RESOLUTIONS

1. THAT the authorised share capital of the Company be increased from £20,000 to £22,000 by the creation of Two Thousand new Ordinary Shares of £1 each
2. THAT (subject to and conditional upon the passing of the preceding resolution) upon the recommendation of the Directors it is desirable to capitalise the sum of £2,000.00 (being part of the amount standing to the credit of the Revenue Reserves of the Company) and accordingly that such sum be appropriated to and amongst the holders of the issued Ordinary Shares of £1 each in the capital of the Company whose names appear on the Register of Members immediately prior to the passing of this Resolution and to apply the same on behalf of such members in paying up in full at par Two Thousand Ordinary Shares of £1 each such new Shares to be allotted and distributed credited as fully paid up to and amongst the holders

of the issued Ordinary Shares in the proportion of One new Ordinary Share for every Ten Ordinary Shares held and that the Directors be and they are hereby authorised and directed to apply the said sum of £2,000 and to allot the said 2,000 new Ordinary Shares accordingly within one month after the passing of the Resolution

3. THAT forthwith and conditionally upon the allotment referred to in Resolution number 2 above having been made each of the existing 20,000 issued ordinary shares of £1 each in the capital of the Company be and become and be known as Deferred Ordinary Shares of £1 each having attached thereto the rights privileges and conditions expressed to be attached thereto in the new Articles of Association adopted in Resolution 4 below

4. THAT the regulations contained in the printed document submitted to this Meeting and for the purpose of identification subscribed by the Chairman be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of the Company

.....
Chairman

The Companies Acts, 1948 to 1981

COMPANY LIMITED BY SHARES

Articles of Association

of

G.W. & R. SHELTON LIMITED

(Adopted by Special Resolution passed at an Extraordinary
General Meeting held on the 26th August 1983)

PRELIMINARY

1. The Regulations contained in Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967 to 1981 (referred to in these articles as "Table A") shall apply to the Company except to the extent that they are excluded or amended by the following clauses which together with the remaining clauses in Table A shall be the regulations of the Company.

2. Clauses 10, 24, 53, 75, 77, 89 - 94 inclusive of Table "A" shall not apply to the Company.

CAPITAL AND SHARES

3. (a) The capital of the Company at the time of the adoption of these Articles is £22,000.00 divided into 20,000 Deferred Ordinary Shares of £1 each and 2,000 Ordinary Shares of £1 each.

(b) The profits of the Company available for dividend and resolved to be distributed in respect of each financial year or other financial period of the Company shall be applied in the payment of dividends as follows:-

FIRSTLY, in payment of dividends to the holders of the Ordinary Shares but so that the amount so paid in respect of each financial year or other period shall not exceed £1,000,000.00.

SECONDLY, in payment of the balance (if any) of such profits to be distributed by way of dividend as to ninety-nine per cent to the holders of the Ordinary Shares and as to one per cent to the holders of the Deferred Ordinary Shares.

(c) On a return of capital on a winding-up or otherwise the surplus assets of the Company remaining after payment of its liabilities shall be applied first in repaying to the holders of the Ordinary Shares the amount paid up on such shares together with a premium of £10,000.00 per share and the balance of such assets shall be distributed among the holders of the Ordinary Shares and Deferred Ordinary Shares rateably according to the amount paid up on such shares.

(d) The Deferred Ordinary Shares shall not entitle the holders thereof to attend and vote at any general meeting of the Company either in person or by proxy.

LIEN

4. The lien conferred by Clause 11 of Table A shall attach to fully paid up shares, and to all shares 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.

TRANSFER AND TRANSMISSION OF SHARES

5. (A) The instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of a transfer of a partly paid share also by the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. Shares of different classes shall not be comprised in the same instrument of transfer.

(B) (1) A member who intends to transfer any of his shares in the Company ("the Vendor") shall give notice in writing to the Directors of his intention ("the Transfer Notice") specifying the shares concerned ("the Sale Shares") and the price per share ("the Specified Price") at which he is willing to sell.

(2) The Transfer Notice shall constitute the Directors the agents of the Vendor for the sale of the Sale Shares to the other members of the Company at the lower of the Specified Price and the fair value fixed as hereinafter provided.

(3) Within seven days after the receipt of the Transfer Notice the Directors shall offer the Sale Shares to the other members in proportion as nearly as the circumstances will admit to the numbers of shares in the Company held by them respectively. Each such offer shall be made by notice in writing specifying the number and Specified Price and shall limit a time (being not less than 28 days) during which the offer, if not accepted by notice in writing to the Directors will be deemed to have been declined. At the expiration of that time any Sale Shares not so accepted shall be re-offered in like manner and upon the same terms to those of the other members who accepted all the Sale Shares previously offered to them and such re-offering shall be repeated until such time as all the Sale Shares have been accepted or until all the other members shall have declined to accept any more of them.

(4) Within fourteen days of first being offered any of the Sale Shares any member may by notice in writing to the Directors require that the Specified Price be referred to the Auditors for the time being of the Company. The Directors shall forthwith give notice to all other members that they have so referred the Specified Price. The Auditors shall report in writing under their hands what in their opinion is the fair value per share of the Sale Shares as between a willing vendor and a willing purchaser. In determining the fair value of the shares comprised in the Transfer Notice the Auditors shall have regard to the value of the Company on a going concern/net asset basis of valuation and the number of the issued shares in the capital of the Company and to the rights and restrictions appropriate to that class of shares of which the Shares subject to the

Transfer Notice form part on the basis of the aggregate value of all the issued shares of the relevant class divided by the number of such shares and shall not have regard to the proportionate size of the holding to be transferred or to the fact that the Shares may form part of any majority or minority shareholding of shares in the Company and shall have regard to any other fact or matter which in their opinion affects or is likely to affect the value. In so reporting the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly the Arbitration Acts 1950 to 1979 and any statutory modification or re-enactment thereof for the time being in force shall not apply. The costs of the Auditors report shall be borne by the Company (save to the extent that the Auditors shall direct that the same be borne by the vendor and/or the members who required the matter to be referred to them). The Directors shall use their best endeavours to procure that the Auditors report on the fair value within fourteen days of the matter being referred to them. Upon receipt of such report the Directors shall immediately give written notice of the fair value both to the Vendor and to each of the other members of the Company.

(5) If the fair value as so determined is not acceptable to the Vendor he may by notice in writing to the Directors within seven days of being notified of such fair value revoke the Transfer Notice. In that event the Directors shall forthwith give notice to all members. Save as aforesaid the Transfer Notice shall not be revocable.

(6) In the absence of any such revocation of Transfer Notice the 28 day period for acceptance of offers shall begin to run again from the date of the notification to the other members of the Auditors report.

(7) If by the foregoing procedure the Directors shall receive acceptances in respect of any of the Sale Shares they shall give notice thereof to the Vendor and he shall thereupon become bound upon payment of the appropriate price to transfer the accepted Sale Shares to the person or persons who have accepted the same and if in any case the Vendor having become so bound makes default in so doing the Company shall receive the price and the Directors shall appoint some person to execute instruments of transfer of those of the Sale Shares concerned in favour of the relevant transferee and shall thereupon subject to such instruments being duly stamped cause the name of the relevant transferee to be entered in the Register of Members as the holder thereof and shall hold the price in trust for the Vendor. The receipt of the Company shall be a good discharge to any such transferee.

(8) If by the foregoing procedure the Directors shall not receive acceptances in respect of all the Sale Shares they shall give notice thereof to the Vendor and (so long as the Transfer Notice has not been withdrawn as provided above) the Vendor shall be at liberty within 90 days thereafter to transfer all or any of the unaccepted Sale Shares to any person or persons at any price not less than the lower of the Specified Price and if the matter has been referred to the Auditors as aforesaid the fair value as reported by them.

(9) The provisions of paragraph (A) of this Article may be waived in any particular case if all the members give their consent in writing.

(C) Save as hereinafter provided it shall be obligatory for the Directors to register any duly stamped transfer of a share made pursuant to or permitted by the provisions of this Article and it shall also be obligatory for the Directors to refuse to register any transfer not so made or permitted. The

Directors may decline to register any transfer of a share on which a Company has a lien if the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

(D) Any person becoming entitled to a share in consequence of the death or bankruptcy of a member must within three months of being so entitled produce such evidence of his title as the Directors may require. The person must within the said three month period serve upon the Directors a Transfer Notice under this Article in relation to the share and this Article shall bind him as if he were a member holding such share. In the event of such person not serving such a Transfer Notice within the said period he shall upon expiry of the said period be automatically deemed to have served a Transfer Notice and to have fixed the Specified Price of the share at such price as the Auditors for the time being of the Company for this purpose at the expense of the said person report to be the fair value thereof. A Transfer Notice served or deemed served pursuant to this paragraph (D) of this Article shall not be revocable in any circumstances whatsoever. The second paragraph of Regulation 32 of Table A shall be deemed to be deleted.

DIRECTORS

6. Unless and until otherwise determined by the Company in general meeting the number of Directors shall not be more than seven, but need not exceed one.

7. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles or by Table A and regulation 99 of Table A shall be construed accordingly.

8. A Director shall not be required to hold any share qualification but he shall be entitled to receive notice of and attend and speak at any General Meeting of the Company and Clause 134 of Table A shall be modified accordingly.

9. Any person may be appointed or elected Director whatever his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy or any other age.

BORROWING POWERS

10. 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 to section 14 of the Companies Act 1980 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.

POWERS AND DUTIES OF DIRECTORS

11. 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; Clause 84 of Table A shall be amended accordingly.

ALTERNATE DIRECTORS

12. Any Director may appoint any person approved by the Board to be an Alternate Director and may revoke any such appointment at any time. An alternate Director shall be entitled to receive notice of and to attend and vote at Meetings of Directors in place of the Director appointing him, but shall not be entitled to any remuneration from the Company. Any appointment or revocation made under this Article shall be made by notice to the Company in writing signed by the Director making it.

THE COMPANIES ACTS 1948 TO 1976

Notice of increase in nominal capital

Pursuant to section 63 of the Companies Act 1948

10

Please do not
write in this
binding marginPlease complete
legibly, preferably
in block type, or
bold block lettering

To the Registrar of Companies

For official use Company number

13

508854

Name of Company

G W & R SHELTON		Limited*
-----------------	--	----------

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by ~~ordinary~~
~~extraordinary~~ [special]† resolution of the company dated 26th August, 1983

the nominal capital of the company has been increased by the addition thereto of the sum of
 £ 2,000 beyond the registered capital of £ 20,000

A printed copy of the resolution authorising the increase is forwarded herewith
 The additional capital is divided as follows:

Number of shares	Class of share	Nominal amount of each share
2,000	Ordinary	£1

(If any of the new shares are preference shares state whether they are redeemable or not)
 The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
 shares have been or are to be issued are as follows:

Please tick here if
continued overleaf

☐

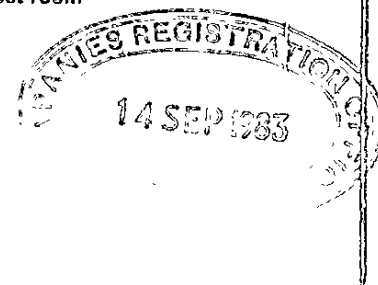
Signed

[Director] [Secretary]† Date 8.9.83

Presenter's name, address and
reference (if any):

For official use
General section

Post room



†delete as
appropriate

Note
This notice and a
printed copy of
the resolution
authorising the
increase must be
forwarded to the
Registrar of
Companies
within 15 days
after the passing
of the resolution

A

Notice of new accounting reference date given during the course of an accounting reference period

Pursuant to section 3(1) of the Companies Act 1976

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold black lettering

To the Registrar of Companies

For official use

64

*delete if inappropriate

Note

Please read notes 1 to 5 overleaf before completing this form

Name of company		Limited*
G.W + R SHELTON		

hereby gives you notice in accordance with section 3(1) of the Companies Act 1976 that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Company number Day Month

508854	3	1	03
--------	---	---	----

†delete as appropriate

The current accounting reference period of the company is to be treated as [shortened] [extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day	Month	Year
3	1	03

See note 4(c) and complete if appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement should be completed:

‡delete as appropriate

The company is a [subsidiary] ~~[holding company]~~† of R. GRIGGS + CO. LIMITED

the accounting reference date of which is 31st MARCH, company number 494207

§delete as appropriate

Signed

[Director] [Secretary] §Date 21.12.83

Presenter's name, address and reference: (if any)

For official use
Data punch

General section

Post room



Company Number: 503854

The Companies Act 1985

C O M P A N Y L I M I T E D B Y S H A R E S

RESOLUTIONS

-of-

G.W & R SLELTON LIMITED

Passed on 6th July 1990

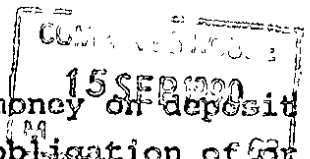
AT AN EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at Cobb's Lane, Wollaston on 6th July 1990 the following Resolutions were duly passed as SPECIAL and ORDINARY RESOLUTIONS

SPECIAL RESOLUTION

1. Delete the existing sub-clauses 3(6) and (20) in the Company's Memorandum and substitute the following in its place.

"(6) To do all or any of the following:

- (i) To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular but without limitation by personal covenant or by mortgage, charge, standard security, lien



off or other security upon all or any part of the undertaking property assets rights and reserves present and future and the uncalled capital of the Company, or by the creation and/or issue at par or at a premium or discount and with or without consideration and with such rights, powers and privileges and on such other terms (including without limitation as permanent, redeemable or repayable), as may be thought fit of debentures or debenture stock, or securities of any other description or by any one or more of such methods or by any other means; and

- (ii) To lend and advance money or give credit or to provide financial accommodation on any terms and with or without interest or security to any person firm or company (whether or not any such person, firm or company has objects or engages or is intending to engage in business similar to those of the Company) including without limitation any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Act) of the Company or of the Company's holding company or which is otherwise associated in any way with the Company; and
- (iii) To enter into guarantees contracts of indemnity and suretyships of all kinds and to guarantee grant indemnities in respect of or otherwise support or secure, whether by personal covenant or by mortgage charge standard security lien or other security upon all or any part of the undertaking property assets rights and revenues present and future and uncalled capital of the Company or by creation and/or issue at par or at a premium or discount, and with or without consideration and with such rights, powers and privileges and/or such other terms (including without limitation as permanent, redeemable or repayable) as may be thought fit, of debentures or debenture stock or securities of any other description or by any one or more of such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any moneys whatsoever

(including but not limited to principal, interest and other liabilities of any borrowings or acceptance credits and capital, premiums, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company (whether or not any such person firm or company has objects or engages or is intending to engage in business similar to those of the Company) including without limitation any company which is for the time being the holding company or a subsidiary (both as defined by section 736 of the Act) of the Company or of the Company's holding company or which is otherwise associated in any way with the Company; and

- (iv) Collaterally or further to secure any securities of the Company by a trust deed or other assurance.

And to pursue the objects set out in this sub-clause 3(6) whether or not the Company receives directly or indirectly any consideration benefit or advantage therefrom".

and in addition sub-clauses (21) to (25) both inclusive shall be renumbered (20) to (24) and in addition it shall be added at the end of clause 3 that:

"Except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this clause, or the objects in such other paragraph specified or the powers thereby conferred."

DATED 6th July 1990


.....
Chairman