

THE COMPANIES ACTS 1948 TO 1980

Declaration of compliance with the requirements on application for registration of a company

Pursuant to section 3(5) of the Companies Act 1980

41a

Please do not
write in this
binding marginPlease complete
legibly, preferably
in black type, or
bold block
lettering*Insert full
name of company

Please indicate
whether you are
a Solicitor of
the Supreme
Court (or in
Scotland 'a
Solicitor')
engaged in the
formation of the
company, or
a person named
as director or
secretary of the
company in the
statement
delivered under
section 21 of the
Companies Act
1976

For official use

Company number

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| | |
|---------|--|
| 1757853 | |
|---------|--|

Name of company

ALNERY NO. 215 LIMITED

I, JOHN LEITH SAMUEL
of 9, Cheapside, London, EC2V 6AD

do solemnly and sincerely declare that I am a Solicitor of the Supreme Court
engaged in the formation

of ALNERY NO. 215 LIMITED

and that all the requirements of the Companies Acts 1948 to 1980
in respect of the registration of the said company and of matters
precedent 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
Declaration Act 1835

Declared at 9 Cheapside,
in the City of London

the 8th. day of September
One thousand nine hundred and eighty three

before me S. F. C. Hammond
A Commissioner for Oaths or Notary Public or Justice of the Peace
or Solicitor having the powers conferred on a Commissioner for Oaths

Signature of Declarant

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

Allen & Overy,
9, Cheapside,
London, EC2V 6AD

(EGR.)

For official use
New companies section

Post room

1757853 | 3

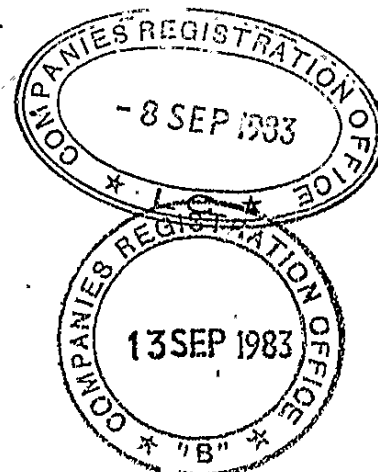
THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

ALNERY NO. 215 LIMITED



1. The name of the Company is "ALNERY NO. 215 LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - (1) To carry on in all its branches in any part of the world the business of general merchants buying and selling agents, and commission agents, brokers and factors, manufacturers of and dealers in goods, products and merchandise of every kind and description whatsoever and of selling at home or abroad all such materials articles or goods manufactured or unmanufactured as in the opinion of the Directors can be conveniently or advantageously sold by the Company.
 - (2) To buy, sell, import, export, manipulate and deal in wholesale or retail plant, machinery, implements, provisions, merchandise and raw materials and commodities of all kinds, including coal and its products, coke, patent fuel, oil and its products, feeding stuffs, salt, grain, timber, live and dead stock, meat, molasses and produce, and things capable of being used or conveniently dealt in by the Company in connection with any of its objects.

- (3) To carry on all or any of the businesses of charterer, agent, including agent or representative for shipping and cable companies, loading broker, shipbroker, insurance, passenger and general broker, manager of shipping and other property, ship's husband, stores dealer, shipowner, shipper, tug owner, saloon, freight and postal and general contractor, chartering agent, general merchant, exporter and importer of goods and merchandise, and carrier by land, sea or air, wherry and barge owner, ship's chandler, lighterman, carter, carrier, forwarding agent, tourist and general agent, agent for delivery of parcels, warehouseman, wharfinger, stevedore, master porter and trader, oil merchant, shipper or refiner and any other business commonly or conveniently carried on therewith, including the purchase of any goods for the purpose of furnishing cargoes or freights.
- (4) To make, build, erect, layout, equip, construct, maintain, alter, use, manage, pull down, repair improve and work in any parts of the world, dwellinghouses, flats, offices, shops factories, mills, roads, railways, tramways, telegraph lines, telephones, electric light and power works, canals, reservoirs, waterworks, wells, aqueducts, water-courses, furnaces, gasworks, piers, wharves, docks, quarries, mines, saw and other mills, warehouses, steam and other ships, and other works, buildings and conveniences of all kinds which may be deemed expedient for the purposes of the Company and to pay or contribute to the payment of cost of making, building, maintaining, using and working the same.
- (5) To purchase with a view to closing or reselling in whole or in part any business or properties which may seem or be deemed likely to injure by competition or otherwise and business or branch of business which the Company is authorised to carry on, and to close, abandon, and give up any works or businesses at any time acquired by the Company.
- (6) To take out purchase or otherwise acquire for any estate or interest any property, assets or any concessions, licences, grants, patents, trade-marks or other exclusive or non-exclusive rights of any

kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient and to make experiments and tests and carry on all kinds of research work.

- (7) To acquire and hold bonds, debentures, debenture stock, notes, obligations, scrip, shares or stock issued or guaranteed by any company constituted or carrying on business in any part of the world, and funds, loans, obligations or securities of or issued or guaranteed by any government, state or dominion, public body or authority, supreme, municipal, local or otherwise whether at home or abroad and to co-ordinate the administration of any group or groups of two or more companies.
- (8) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or which it may be advisable to undertake with a view to developing, rendering valuable, prospecting or turning to account, any property real or personal, belonging to the Company, or in which the Company may be interested.
- (9) To sell, let, lease, grant licences, easements and other rights, over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company.
- (10) To acquire and undertake on any terms and subject to any conditions, 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 the Company.
- (11) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any company, firm or person carrying on, or proposing to carry on, any business within the objects of the Company.

- (12) To carry on any business or branch of a business which this Company is authorised to carry on by means, or through the agency of, any subsidiary company or companies, and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, and to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time, and either temporarily or permanently, to close any such branch or business.
- (13) To act as Directors or Managers of or to appoint Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
- (14) To take part in the management, supervision and control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any Directors, trustees, accountants or other experts or agents.
- (15) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (16) To give all descriptions of guarantees and indemnities.
- (17) To borrow and raise money in any manner and on any terms.
- (18) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company, and any money uncalled and any shares of the Capital, original or increased, of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise, with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.

- (19) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (20) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons or companies.
- (21) To grant pensions or gratuities to any past or present director, officer or employee of the Company or of any subsidiary company of the Company or of any subsidiary company of any such subsidiary company or of the predecessors in business of the Company or of any such subsidiary or such subsidiary company or the relations, connections, or dependants of any such persons and to establish or support associations, institutions, clubs, funds, and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members, and to establish and contribute to any scheme for the purchase by trustees of shares in the Company to be held for the benefit of the Company's employees and to lend money to the Company's employees to enable them to purchase shares in the Company and to contribute to any public, general or useful object.
- (22) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- (23) To insure with any other company or person against losses, damages, risks and liabilities of all kinds, which may affect the Company.
- (24) To enter into any arrangements with any Government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive

to the Company's objects or any of them and to obtain from any such Government authority or company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with the same.

- (25) To take all necessary or proper steps in Parliament or with the authorities, national, local, municipal or otherwise, of any place in which the Company may have interests, and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members, and to oppose any such steps taken by any other company firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members.
- (26) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone, or in conjunction with others.
- (27) To distribute among the members of the Company in specie any property of the Company.
- (28) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (b) 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.

4. The liability of the Members is limited.
5. The Share Capital of the Company is £100 divided into 100 shares of £1 each.

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 |
|---|---|
|---|---|

Res. may
P.G. MAY,
109 Peartree Lane,
Little Common,
Bexhill-on-Sea,
East. Sussex.

ONE

Solicitors' Manager

E. G. Rouse
E.G. ROUSE,
67, Wendover Way,
Welling,
Kent.

ONE

Solicitors' Manager

DATED this 8th day of September, 1983.

WITNESS to the above Signatures:-

B.R. Bloom
B.R. BLOOM
16 Oliver Road,
Shenfield,
Essex.

Solicitors' Manager

1757853 / 4

THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

ALNERY NO. 215 LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act, 1948 as amended at the date of incorporation of the Company (hereinafter referred to as "Table A") shall apply to the above-named Company (in these Articles called "the Company").
2. (a) Regulations 24, 73A, 75, 87 and 106 of Table A shall not apply to the Company, but the remaining regulations of Part I of Table A, as altered or modified by the Articles of Association of the Company, shall apply to the Company.
(b) These Articles of Association and those regulations in Table A incorporated herein shall take effect subject to the requirements of the Companies Acts 1948 to 1981 (as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company.

SHARE CAPITAL

3. (A) The initial Share Capital of the company is £100 divided into 100 Shares of £1 each.
- (B) Save as provided by contract or these Articles to the contrary, and subject to any direction of the Company by Ordinary Resolution, all unissued shares in the authorised share capital of the Company at the date of its incorporation shall, for a period of five years from such date, be at the disposal of the Directors, and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper.
- (C) The Directors are generally and unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 to allot, or to grant any right to subscribe for or to convert any security into, all or any of such unissued shares at any time or times during such period of five years.
- (D) At the expiry of such period of five years, the authorities contained in paragraphs (B) and (C) shall expire but such authorities shall allow the Company to make an offer or agreement before the expiry of such authorities which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authorities.
- (E) The powers vested in the Directors to allot equity securities (as defined for the purposes of Section 17 of the Companies Act 1980) shall be exercisable as if Section 17(1) of such Act does not apply to the allotment thereof.

TRANSFER OF SHARES

4. 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.

GENERAL MEETINGS

5. Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of the Act as to giving information to Members in regard to their right to appoint proxies and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.
6. Subject to the provisions of the Companies Acts from time to time in force a resolution in writing signed or approved by letter, telex or cable by all the Members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting or at a meeting of any class of members of the Company at which such resolution was to be proposed, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting of the Company (as the case may be) duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys, (or, in the case of a member which is a body corporate by a Director thereof or by a duly appointed representative).

VOTES OF MEMBERS

7. Regulation 62 of Table A shall be deemed to be modified by inserting after the words "present in person" the words "or by proxy".

DIRECTORS

8. The Directors shall not, unless otherwise determined by an Ordinary Resolution of the Company, be less than two in number.
9. A Director or an alternate Director acting in his place (other than a Director or such alternate Director for the time being absent from the United Kingdom) shall be entitled to receive notice of and attend all General Meetings of the Company and Regulation 134 of Table A shall be deemed to be modified accordingly.
10. 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 counted in the quorum when any such contract or arrangement is under consideration; and Regulation 84 of Table A shall be deemed to be modified accordingly.

11. The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund scheme or arrangement for the benefit of, and pay provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any past or present director, officer or employee of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary company or the wives, widows, families or dependants of any such past or present director, officer or employee.
12. A resolution in writing signed or approved by letter, telex or cable by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed or approved by one or more of the Directors. For the purposes of this Article the signature or approval of an alternate Director shall suffice in lieu of the signature or approval of the Director appointing him.

ALTERNATE DIRECTORS

13. Each Director shall have the power to nominate any other Director, or with the approval of a majority of the other Directors, any other person to act as alternate Director, in his place, at any meeting of the Directors at which he is unable to be present, and at his discretion to remove such alternate director, and on such appointment being made the alternate Director shall (except as regards the power to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to

vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two. Any person appointed as an alternate Director shall vacate his office as such alternate director if and when the Director by whom he has been appointed vacates his office as Director or removes him by written notice to the Company. A Director retiring at a General Meeting of the Company who is re-elected a Director at the same meeting shall not for the purposes of this Article be deemed to have vacated his office as a Director.

BORROWING POWERS

14. In Regulation 79 of Table A the words from "Provided that" to the end of the regulation shall be deemed to be deleted.

NOTICES

15. Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope, or wrapper, addressed to the Company or such officer at the Registered Office of the Company.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

P.G. May

P.G. MAY

109 Peartree Lane,
Little Common,
Bexhill-on-Sea,
East Sussex.

Solicitors' Manager

E.G. Rousse

E.G. ROUSSE,
67, Wendover Way,
Welling,
Kent.

Solicitors' Manager

DATED this 8th day of September 1983.

WITNESS to the above Signatures:-

B.R. Bloom

B.R. BLOOM,
16 Oliver Road,
Shenfield,
Essex.

Solicitors' Manager



THE COMPANIES ACTS 1948 TO 1976

Form No. 1

1

Statement of first directors and
secretary and intended situation
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

B16
30/9

Please do not
write in this
binding margin

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

Name of Company

Company number

1757853 / 5

| | |
|----------------|----------|
| ALNERY NO. 215 | Limited* |
|----------------|----------|

The intended situation of the registered office of the company
on incorporation is as stated below

| |
|------------------|
| Fourth Floor, |
| 9, Cheapside, |
| London, EC2V 6AD |

If the memorandum is delivered by an agent for the subscribers of
the memorandum please mark 'X' in the box opposite and insert the
agent's name and address below

| |
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If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

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

Allen & Overy,
9, Cheapside,
London, EC2V 6AD

(EGR)

For official use
General section

Post room

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the name(s) and particulars of the person who is, or the persons who are,
to be the first director or directors of the company are as follows:

| | | | |
|--|--|--|--------------------|
| Name (note 2) | Philip George May | Business occupation | Solicitors Manager |
| Former name(s) (note 3) | NONE | Nationality | British |
| Address (note 4) | 109 Peartree Lane, Little Common, Bexhill-on-Sea, East Sussex. | Date of birth (where applicable) (note 6) | |
| Particulars of other directorships (note 5) | | | |
| I hereby consent to act as director of the company named on page 1 | | | |
| Signature | | Date 8th September 1983 | |

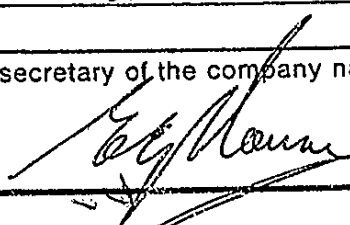
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bin

Important.
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

| | | | |
|--|-------------------------------------|--|--------------------|
| Name (note 2) | Edward George Rouse | Business occupation | Solicitors Manager |
| Former name(s) (note 3) | NONE | Nationality | British |
| Address (note 4) | 67, Wendover Way, Welling, Kent. | Date of birth (where applicable) (note 6) | |
| Particulars of other directorships (note 5) | | | |
| I hereby consent to act as director of the company named on page 1 | | | |
| Signature | | Date 8th September 1983 | |

| | | | |
|--|--|--|--|
| Name (note 2) | | Business occupation | |
| Former name(s) (note 3) | | Nationality | |
| Address (note 4) | | Date of birth (where applicable) (note 6) | |
| Particulars of other directorships (note 5) | | | |
| I hereby consent to act as director of the company named on page 1 | | | |
| Signature | | Date | |

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:


| | |
|---|---|
| Name (notes 2 & 7) | Edward George Rouse |
| Former name(s) (note 3) | NONE |
| Address (notes 4 & 7) | 67, Wendover Way, Welling, Kent. |
| I hereby consent to act as secretary of the company named on page 1 | |
| Signature |  Date 8th September 1983 |

| | |
|---|------|
| Name (notes 2 & 7) | |
| Former name(s) (note 3) | |
| Address (notes 4 & 7) | |
| I hereby consent to act as secretary of the company named on page 1 | |
| Signature | Date |

* as required by section 21(3) of the Companies Act 1976

Signed by or on behalf of the subscribers of the memorandum*

Signature  [Subscriber] ~~XXXX~~ Date 8th September 1983

Signature  [Subscriber] ~~XXXX~~ Date 8th September 1983

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CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1757853

I hereby certify that

ALNERY NO. 215 LIMITED

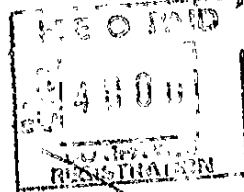
is this day incorporated under the Companies Acts 1948 to 1981 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the

30TH SEPTEMBER 1983

an authorised officer

12.5.84



No. 1757853

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

ALNERY NO. 215 LIMITED

(passed on 19th April, 1984)

At an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held at 13 Berkeley Square, Bristol BS8 1HD on 19th April, 1984 the following Resolution was duly passed as a Special Resolution of the Company:-

RESOLUTION

That the name of the Company be changed to CLARES CARLTON LIMITED.

J. J. J. J.
.....

Chairman

WPC: 18998(E)



nm 280

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CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1757853 / 8

I hereby certify that

ALNERY NO. 215 LIMITED

having by special resolution changed its name, is now
incorporated under the name of

CLARES CARLTON LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 2ND MAY 1984

A.K. Phillips
MRS. A. K. PHILLIPS

an authorised officer

217

Company No. 1757853 / 11

COMPANIES ACTS 1948-1983

COMPANY LIMITED BY SHARES

RESOLUTIONS

of

CLARES CARLTON LIMITED

At an Extraordinary General Meeting of the above named company duly convened and held on 31st May, 1984 at 11.30 a.m. the following resolutions were duly passed, as to No. 1 as an Ordinary Resolution and as to Nos. 2 and 3 as Special Resolutions:-

ORDINARY RESOLUTION

Increase in Authorised Capital

1. That the authorised share capital of the Company be hereby increased by the creation of 99,900 additional Ordinary Shares of £1.00 each in the Company ranking pari passu in all respects with the 100 Ordinary Shares in the capital of the Company in issue at the date of this Resolution.

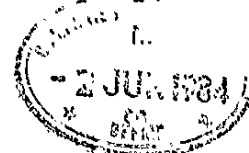
SPECIAL RESOLUTIONS

Approval of Share Allotment
and Share Subscription and Exclusion of Pre-Emption Rights

2. (A) That the directors are unconditionally authorised for the purposes of section 14 of the Companies Act 1980 to allot and dispose of or grant options over the Company's shares to such persons, on such terms and in such manner as they think fit, up to the amount of £99,900 at any time during the period of five years from the date hereof; and

(B) That by virtue of section 18(1) of the Companies Act 1980, sections 17(1), (6) and (7) of that Act shall not apply to the issue of the said Ordinary Shares of £1 each.
3. That the objects set out in Clause 3 of and the regulations contained in the document submitted to the Meeting and initialled for identification by the Chairman be adopted as the objects and the Articles of Association of the Company, respectively, in place of all the existing objects and Articles of Association of the Company, respectively.

.....
Chairman



217

1757853

19

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

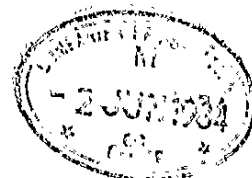
CLARES CARLTON LIMITED

(Incorporating all amendments made up to 1st June, 1984.)

1. The name of the Company is "CLARES CARLTON LIMITED".*
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-**
 - (1) To carry on business as manufacturers of and dealers in workwear and protective clothing and textile goods and requisites of every description; cotton, linen, cambric muslin, canvas, webbing, worsted, wool, cloth, silk, oilskins, waterproofs, textiles and fabrics generally; towels, sheets, pillow cases, bedding, household linen, hotel requisities and similar goods and cotton and linen goods of every description, overalls, uniforms, sportswear, clothing and footwear of every description.
 - (2) To carry on business as spinners, weavers, hemstitchers, plaiters, pleaters, knitters, embroiderers, tailors, dressmakers, costumiers, drapers, clothing manufacturers, boot and shoe makers, glovers, hatters, dyers, cleaners, washers, bleachers, printers, tanners, curriers, and leather manufacturers, brace and belt makers, rubber goods manufacturers, house and hotel furnishers, furniture dealers, sports goods manufacturers and dealers, men's, women's and children's and general outfitters, warehousemen and storekeepers.
 - (3) To carry on business as manufacturers of and dealers in brushes for all purposes and of and in machinery, plant, supplies, apparatus and utensils for dairying, cheesemaking, farming, food processing and manufacture, horticulture and allied trades and to buy, sell, convert, make and deal in commodities of all kinds.

*The Company was incorporated as "Alnery No. 215 Limited". Its name was changed to Clares Carlton Limited on 2nd May 1984 by a special resolution passed on 19th April, 1984.

** By a Special Resolution passed on 31st May, 1984, Clause 3 of the Company's Memorandum of Association was amended to its present form.



- (4) To make, build, erect, layout, equip, construct, maintain, alter, use, manage, pull down, repair improve and work in any parts of the world, dwellinghouses, flats, offices, shops factories, mills, roads, railways, tramways, telegraph lines, telephones, electric light and power works, canals, reservoirs, waterworks, wells, aqueducts, watercourses, furnaces, gasworks, piers, wharves, docks, quarries, mines, saw and other mills, warehouses, steam and other ships, and other works, buildings and conveniences of all kinds which may be deemed expedient for the purposes of the Company and to pay or contribute to the payment of cost of making, building, maintaining, using and working the same.
- (5) To purchase with a view to closing or reselling in whole or in part any business or properties which may seem or be deemed likely to injure by competition or otherwise and business or branch of business which the Company is authorised to carry on and to close abandon and give up any works or businesses at any time acquired by the Company.
- (6) To take out purchase or otherwise acquire for any estate or interest any property, assets or any concessions, licences, grants, patents, trade-marks or other exclusive or non-exclusive rights of any kind which may appear to be necessary or convenient for any business of the Company and to develop and turn to account and deal with the same in such manner as may be thought expedient and to make experiments and tests and carry on all kinds of research work.
- (7) To acquire and hold bonds, debentures, debenture stock, notes, obligations, scrip, shares or stock issued or guaranteed by any company constituted or carrying on business in any part of the world and funds, loans, obligations or securities of or issued or guaranteed by any government, state or dominion, public body or authority, supreme municipal, local or otherwise whether at home or abroad and to co-ordinate the administration of any group or groups of two or more companies.
- (8) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or which it may be advisable to undertake with a view to developing, rendering valuable, prospecting or turning to account, any property real or personal, belonging to the Company, or in which the Company may be interested.
- (9) To sell, let, lease, grant licences, easements and other rights, over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company.

- (10) To acquire and undertake on any terms and subject to any conditions, 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 the Company.
- (11) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any company, firm or person carrying on, or proposing to carry on, any business within the objects of the Company.
- (12) To carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency of, any subsidiary company or companies and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, and to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently, to close any such branch or business.
- (13) To act as Directors or Managers of or to appoint Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
- (14) to take part in the management, supervision and control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any Directors, trustees, accountants or other experts or agents.
- (15) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (16) To give all descriptions of guarantees and indemnities.
- (17) To borrow and raise money in any manner and on any terms.
- (18) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company and any money uncalled and any shares of the capital, original or increased, of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.
- (19) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.

- (20) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons or companies.
- (21) To grant pensions or gratuities to any past or present director, officer or employee of the company or of any subsidiary company of the Company or of any subsidiary company of any such subsidiary company or of the predecessors in business of the Company or of any such subsidiary or such sub-subsidiary company or the relations, connections, or dependants of any such persons and to establish or support associations, institutions, clubs, funds, and trust which may be considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its members and to establish and contribute to any scheme for the purchase by trustees of shares in the Company to be held for the benefit of the Company's employees and to lend money to the Company's employees to enable them to purchase shares in the Company and to contribute to any public, general or useful object.
- (22) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- (23) To insure with any other company or person against losses, damages, risks and liabilities of all kinds, which may affect the Company.
- (24) To enter into any arrangements with any Government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government authority or company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with the same.
- (25) To take all necessary or proper steps in Parliament or with the authorities, national, local, municipal or otherwise, of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members and to oppose any such steps taken by any other company firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members.
- (26) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

- (27) To distribute among the members of the Company in specie any property of the Company.
- (28) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (b) 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.

- 4. The liability of the Members is limited.
- 5. The Share Capital of the Company is £100 divided into 100 shares of £1 each.*

* By a Special Resolution passed on 31st May, 1984, the Authorised Share Capital of the Company was increased by the creation of 99,900 additional Ordinary Shares of £1 each.

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

P G May
109 Peartree Lane,
Little Common,
Bexhill-on-Sea,
East Sussex

One

Solicitors' Manager

E G Rouse,
67 Wendover Way,
Welling,
Kent.

One

Solicitors' Manager

Dated this 8th day of September 1983.

Witness to the above Signatures:-

B R Bloom
16 Oliver Road,
Shenfield,
Essex.

Solicitors' manager.

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

NEW
NEW ARTICLES OF ASSOCIATION

(Adopted by a Special Resolution passed on 31st May, 1984.)

- of -

CLARES CARLTON LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act, 1948 as amended at the date of adoption of these Articles (hereinafter referred to as "Table A") shall apply to the above-named Company (in these Articles called "the Company").
2. (i) Regulations 24, 73A, 75, 79, 87, 89 to 97 (inclusive) and 106 of Table A shall not apply to the Company but the remaining regulations of Part I of Table A, as altered or modified by the Articles of the Company shall apply to the Company.

(ii) These Articles and those regulations in Table A incorporated herein shall take effect subject to the requirements of the Companies Acts 1948 to 1983 (as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company.

SHARE CAPITAL

3. (i) The share capital of the Company at the date of the adoption of these Articles is £100,000 divided into 100,000 Ordinary Shares of £1 each (in these Articles referred to as "Ordinary Shares").

(ii) Save as provided by contract or these Articles to the contrary, and subject to any direction of the Company by Ordinary Resolution, all unissued shares in the authorised share capital of the Company at the date of its incorporation shall, for a period of five years from such date, be at the disposal of the Directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper.

(iii) The Directors are generally and unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 to allot, or to grant any right to subscribe for or to convert any

security into, all or any of such unissued shares at any time or times during such period of five years.

- (iv) At the expiry of such period of five years, the authorities contained in paragraphs (ii) and (iii) shall expire but such authorities shall allow the Company to make an offer or agreement before the expiry of such authorities which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authorities.
- (v) The powers vested in the Directors to allot equity securities (as defined for the purposes of Section 17 of the Companies Act 1980) shall be exercisable as if Section 17(1) of such Act does not apply to the allotment thereof.

4. TRANSFER OF SHARES

- (i) No Ordinary Share in the capital of the Company shall be transferred except pursuant to the following provisions of this Article.
- (ii) If any of the following events occurs prior to the 31st May, 1989 in relation to the holder of any Ordinary Shares in the capital of the Company:-
 - (a) the death of such a holder (in the case of an individual) or in the case of a company, the commencement of any winding up proceedings; or
 - (b) in the case of an individual, his or her retirement from employment with the Company; or
 - (c) in the case of an individual, termination of his or her employment with the Company on any ground or for any reason whatsoever (including wrongful and/or unfair dismissal and/or constructive dismissal)then such holder (in these Articles referred to as the "Transferor") shall give (and if he or she fails to give shall be deemed to have given) notice forthwith upon the occurrence of the said event to the Directors of the Company (in these Articles referred to as the "Directors") a written notice (in these Articles referred to as a "Transfer Notice") at the Registered Office of the Company.
- (iii) A Transfer Notice shall be deemed to be in respect of all of the Ordinary Shares vested in the Transferor and shall be irrevocable.
- (iv) On the issue of a Transfer Notice the Directors shall be constituted as the agents of the Transferor for all purposes in connection with the sale of the Ordinary Shares to which it relates and shall forthwith consult with the other holders of Ordinary Shares as to the disposal of the Transferor's

Ordinary Shares and establish the price for those Ordinary Shares (referred to in paragraph (viii) of this Article as the "Specified Price").

- (v) The Directors shall within seven days of the establishment of the Specified Price give notice to all the holders of Ordinary Shares in the capital of the Company (other than the Transferor) of the number, description and Specified Price of such Ordinary Shares inviting each of such holders to state by notice in writing to the Directors within 14 days whether they are willing to purchase any, and if so what, maximum number of Ordinary Shares. Any notice so given to the Directors shall be irrevocable and shall commit the holder to purchase not more than that number of the said Ordinary Shares subject to the terms and conditions of this Article.
- (vi) On the expiration of the said period of 14 days the Directors shall nominate to which of the holders of Ordinary Shares the Transferor's Ordinary Shares shall be transferred. Such nomination shall unless otherwise agreed between all the remaining holders of Ordinary Shares be made so far as practicable pro rata according to the number of Ordinary Shares held by each member notifying the Directors of his willingness to purchase further Ordinary Shares but in the case of each holder shall not exceed the maximum number of the said Ordinary Shares which such holder shall have expressed his willingness to purchase. Any Ordinary Shares not taken up by a member entitled to purchase them shall thereafter first be offered to the remaining holders of Ordinary Shares in proportion to their holdings (which for this purpose shall include any Ordinary Shares in respect of which they shall or shall have given notice pursuant to paragraph (v) of this Article) as may otherwise be agreed between such holders and the Directors.
- (vii) If, at the expiration of the period of 14 days referred to in paragraph (vi) of this Article any of the said Ordinary Shares shall not have been transferred to persons nominated by the Directors in accordance with the provisions of the said paragraph, the Transferor may at any time within a period of 28 days after the expiration of the said period of 14 days referred to in paragraph (vi) above propose to the Directors another nominee (whether or not a holder of Ordinary Shares in the capital of the Company) to whom such Ordinary Shares shall be transferred at any price not being less than the Specified Price PROVIDED THAT the Directors may require to be satisfied that such Ordinary Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer and if not so satisfied may refuse to register the instrument of transfer.
- (viii) The Specified Price shall be a price agreed between the Transferor and the Directors or if the Specified Price is not agreed between the Transferor and the Directors within 21 days after the occurrence of any of the events specified in

paragraph (ii) (a), (b) or (c) of this Article, or within such longer period in the event of the death of a shareholder as may be agreed between the Directors and the personal representatives of the former shareholder, the price which an independent accountant to be appointed by agreement between the Transferor or where appropriate, his personal representatives, and the Directors or in default of such agreement to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales (or the person duly nominated by him for that purpose) shall specify in writing to be in his opinion the fair selling value thereof as between a willing seller and a willing buyer as at the date of the occurrence of such event on the basis that the Company is a going concern. Where the Transfer Notice has been given or shall have been deemed to have been given before 31st May, 1989 in consequence either of the Transferor's resignation from his employment with the Company or of the Transferor's dismissal for gross misconduct, the Specified Price shall be calculated making such allowance for the number of shares to be transferred in proportion to the number of all the issued Ordinary Shares, as the Transferor and the Directors agree or the said accountant specifies. In all other cases, the Specified Price shall be calculated without taking into account the proportion which the number of shares to be transferred bears to the number of all the issued Ordinary Shares. In so certifying, such accountant shall act as an expert and not as an arbitrator and the amounts so fixed by him as the fair selling value shall be conclusive between the parties for all purposes save in the case of manifest error. The cost of such accountant's certificate shall be borne by the Company. The Directors and the Transferor shall provide to such accountant such information as they may have in their possession or under their control which he may require for the purposes of his determination. In no circumstances shall the Specified Price exceed the market value of the Ordinary Shares proposed to be transferred.

- (ix) Upon such nomination as is provided for in paragraph (vi) of this Article being made, the holders so nominated shall be bound to pay the purchase price for and to accept the transfer of the Ordinary Shares in respect of which they have been nominated as transferee by the Directors. The Transferor or, where appropriate, his personal representatives shall be bound on the payment of the Specified Price to execute a transfer of such Ordinary Shares to the proposing transferee(s) and if he or they shall make default in so doing the Company shall receive and make good discharge for the purchase money on behalf of the Transferor or, where appropriate, his personal representatives and shall authorise some person (who shall be deemed to be the attorney of the Transferor for that purpose) to execute in favour of the proposing transferee a transfer or transfers of the Ordinary Shares allocated to him and shall enter his or her name in the Register as the holder or holders of those Ordinary Shares.

- (x) If prior to 31st May 1989 a member or other person entitled to transfer an Ordinary Share at any time attempts to deal with or dispose of any Ordinary Share or any interest therein otherwise than in accordance with the foregoing provisions of this Article he shall be deemed immediately prior to such attempt to have served on the Company a Transfer Notice in respect of such share(s) and the Specified Price shall be ascertained as aforesaid. The provisions of this Article shall thereupon apply to the said Ordinary Share(s) and the Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall have received notice of such attempt and the Directors shall be obliged to give notice pursuant to paragraph (v) of this Article forthwith after the Specified Price shall have been ascertained.
- (xi) The restrictions on transfer contained in this Article shall apply to all transfers or transmissions of Ordinary Shares operating by law or otherwise. If, while the procedure described in paragraphs (v), (vi) and (vii) of this Article is still being proceeded with in respect of any Ordinary Shares, any of the events referred to in paragraph (ii)(a), (b) or (c) (inclusive) of this Article occurs in respect of any other holder of Ordinary Shares, then any such holder or his personal representatives (as appropriate) shall nevertheless continue to be eligible for nomination by the Directors in accordance with the provisions of paragraph (vii) of this Article PROVIDED THAT on the expiry of the period of 14 days provided for in sub-paragraph (v) above such proposed holder (or his personal representatives as the case may be) shall be deemed forthwith to give a Transfer Notice in respect of all his Ordinary Shares in the capital of the Company including any shares in the process of transfer to him.
- (xii) After 31st May, 1989, the Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any Ordinary Share, whether or not it is a fully paid share.
- (xiii) the instrument of transfer of any share need not be executed by or on behalf of the transferee.

5. GENERAL MEETINGS

Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of the Act as to giving information to Members in regard to their right to appoint proxies and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

9. Subject to the provisions of the Companies Acts from time to time in force a resolution in writing signed or approved by letter, telex or cable by all the Members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting or at

a meeting of any class of members of the Company at which such resolution was to be proposed, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting of the Company (as the case may be) duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys, (or, in the case of a member which is a body corporate) by a Director thereof or by a duly appointed representative.

6. VOTES OF MEMBERS

Regulation 62 of Part 1 of Table A shall be deemed to be modified by inserting after the words "present in person" the words "or by proxy".

7. VOTING

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with the Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

8. DIRECTORS

The Directors shall not, unless otherwise determined by an Ordinary Resolution of the Company, be less than two in number.

9. A Director or an alternate Director acting in his place (other than a Director or such alternate Director for the time being absent from the United Kingdom) shall be entitled to receive notice of and attend all General Meetings of the Company and Regulation 134 of Part 1 of Table A shall be deemed to be modified accordingly.
10. 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 counted in the quorum when any such contract or arrangement is under consideration; and Regulation 84 of Part 1 of Table A shall be deemed to be modified accordingly.
11. The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund scheme or arrangement or life assurance scheme or arrangement for the benefit of, and pay provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any past or present director, officer or employee of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary company or the wives, widows, families or dependants of any such past or present director, officer or employee.

12. A resolution in writing signed or approved by letter, telex or cable by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed or approved by one or more of the Directors. For the purposes of this Article the signature or approval of an alternate Director shall suffice in lieu of the signature or approval of the Director appointing him.
13. The Directors shall have power at any time and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles.
14. The Company may by ordinary resolution, of which special notice has been given in accordance with section 142 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
15. The Company may by ordinary resolution appoint another person in place of a Director removed from office under the immediately preceding Article. Without prejudice to the powers of the Directors under Regulation 95 the Company in general meeting may appoint any person to be a director either to fill a casual vacancy or as an additional Director.

16. ALTERNATE DIRECTORS

Each Director shall have the power to nominate any other Director, or with the approval of a majority of the other Directors, any other person to act as alternate Director, in his place, at any meeting of the Directors at which he is unable to be present, and at his discretion to remove such alternate Director and on such appointment being made the alternate Director, shall (except as regards the power to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two. Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director or removes him by written notice to the Company. A Director retiring at a General Meeting of the Company who is re-elected a Director at the same meeting shall not for the purposes of this Article be deemed to have vacated his office as a Director.

17. DIRECTORS' BORROWING POWERS

(1) The Directors may exercise all the powers of the Company (whether express or implied):-

- (a) of borrowing or securing the payment of money;
- (b) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
- (c) of mortgaging or charging the property assets and uncalled capital of the Company and issuing debentures.

(ii) No lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;

18. NOTICES

Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope, or wrapper, addressed to the Company or such officer at the Registered Office of the Company.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

P G May,
109 Peartree Lane,
Little Common,
Bexhill-on-Sea,
East Sussex.

Solicitors' Manager.

E G Rouse,
67 Wendover Way,
Welling,
Kent.

Solicitors' Manager.

Dated this 8th day of September 1983.

Witness to the above Signatures:-

B R Bloom,
16 Oliver Road,
Shenfield,
Essex.

Solicitors' Manager

THE COMPANIES ACTS 1948 TO 1981

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 black type, or
bold block lettering*delete if
inappropriate+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

To the Registrar of Companies

For official use

Company number

13

1757853

Name of Company

CLARES CARLTON

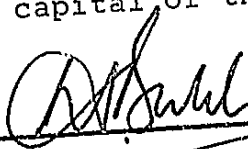
Limited*

hereby gives you notice in accordance with section 63 of the Companies Act 1948 that by [ordinary]
[extraordinary] [special] resolution of the company dated 31st May 1984the nominal capital of the company has been increased by the addition thereto of the sum of
£ 99,900 beyond the registered capital of £ 100A 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 |
|--------------------------------------|-----------------|------------------------------|
| Ninety nine Thousand nine hundred | Ordinary Shares | £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:The new ordinary shares in the capital of
the Company rank pari passu in all
respects with the existing ordinary shares
in the capital of the Company.Please tick here if
continued overleaf

Signed

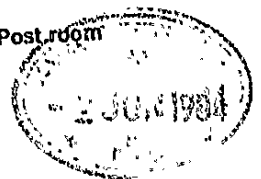


[Director] [Secretary] Date

31st May 1984

Presentor's name, address and
reference (if any):Stanley Wasbrough
13 Berkeley Square
Clifton
BRISTOL
BS8 1HDFor official use
General section

Post room



THE COMPANIES ACTS 1948 TO 1981

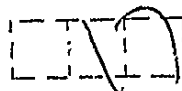
Notice of new accounting reference date given during the course of an accounting reference period

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

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

To the Registrar of Companies

For official use Company number



1757853

*delete if
inappropriateName of company
CLARES CARLTON Limited***Note**Please read
notes 1 to 5
overleaf before
completing this
form

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:

Day Month

3 1 1 2

†delete as
appropriateThe 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 1 2 1 9 8 4

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:

The company is a [subsidiary] [holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

Signed

[Director] [Secretary] † Date

10.12.84.

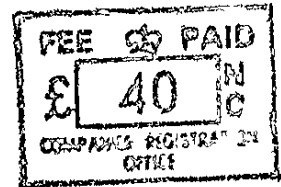
Presenter's name, address and
reference (if any):L.J. BALDWIN
CLARES CARLTON LTD
TOWN HALL BUILDINGS
WELLS
SOMERSET.For official use
General section

Post room



No. 1757853

23



THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

CLARES CARLTON LIMITED

(passed on 27th March 1987)

At an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held at Second Avenue, Westfield Trading Estate, Midsomer Norton, Avon on 27th March 1987 the following Resolution was duly passed as a Special Resolution of the Company:-

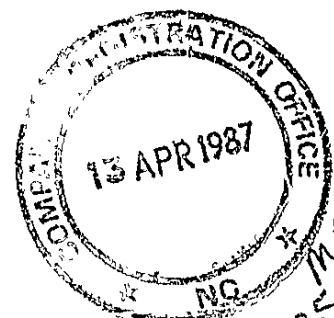
RESOLUTION

That the name of the Company be changed to CLARES LIMITED on
1st May 1987

✓ OK.

K. Alley.....

Chairman



MB
056967
E88

FILE COPY



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

No. 1757853/24

I hereby certify that

CLARES CARLTON LIMITED

having by special resolution changed its name, is now
incorporated under the name of

CLARES LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the

1ST MAY 1987

Ch. Chas.
MRS. MCOS

an authorised officer

No. 1757853

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

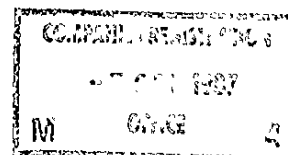
CLARES LIMITED
(passed 22nd September, 1987)

At an Extraordinary General Meeting of the above named company, duly convened and held on 22nd September, 1987 the following resolutions were duly passed as SPECIAL RESOLUTIONS of the Company:-

SPECIAL RESOLUTIONS

Increase in and conversion of authorised capital

1. That subject to and conditional upon the transfer to Investors in Industry plc of the 22,000 "A" Ordinary shares described in this resolution having been completed within 24 hours from the time of this meeting, the authorised share capital of the Company be increased to £200,000 by the creation of 100,000 additional ordinary shares of £1 each and the issued share capital of the Company be hereby altered by the conversion of 22,000 of the existing Ordinary shares of £1 each referred to below into 22,000 "A" Ordinary shares of £1 each having the rights set out in the Articles of Association of the Company as proposed to be altered by the resolutions set out below:-



| <u>Name of Transferor</u> | <u>No. of shares transferred</u> | <u>Name of Transferee</u> |
|---------------------------|----------------------------------|---------------------------|
| L W Tolley | 8,000 | Investors in Industry plc |
| L J Baldwin | 4,000 | " |
| C D Ford | 1,100 | " |
| Miss L D Adlam | 1,100 | " |
| P M Curtis | 1,000 | " |
| B J Kendrick | 1,100 | " |
| J W Perry | 1,200 | " |
| B A Tidball | 1,500 | " |
| F Whitehouse | 1,500 | " |
| G K E Wills | 1,500 | " |
| | <hr/> 22,000 <hr/> | |

Amendment of Articles of Association

2. That the Articles of Association of the Company be hereby amended by deleting the existing Article 3 and inserting the next following Article in substitution therefor:-

SHARE CAPITAL

Table A

- "3. (i) Regulations 4 and 62 of the regulations contained in Part 1 of Table A in the First Schedule to the Companies Act, 1948 shall not apply to the Company and Article 2 of these Articles shall be read and construed accordingly.

Share Capital

- (ii) The share capital of the Company at the date of the adoption of this Article is £200,000 divided into 22,000 'A' ordinary shares of £1 each and 178,000 ordinary shares of £1 each.

- (iii) Save as provided by contract or these Articles to the contrary, and subject to any direction of the Company by Ordinary Resolution, all unissued shares in the authorised share capital of the Company at the date of the alteration of these Articles shall, for a period of five years from such date, be at the disposal of the Directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper.
- (iv) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot, or to grant any right to subscribe for or to convert any security into, all or any of such unissued shares at any time or times during such period of five years.
- (v) At the expiry of such period of five years, the authorities contained in paragraphs (iii) and (iv) shall expire but such authorities shall allow the Company to make an offer or agreement before the expiry of such authorities which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authorities.
- (vi) The powers vested in the Directors to allot equity securities (as defined for the purposes of Section 89 of the Companies Act 1985) shall be exercisable as if Section 89(1) of such Act does not apply to the allotment thereof.
- (vii) The rights attaching to the respective classes of shares shall be as follows:-

(a) Income:

The profits of the Company in respect of each financial year shall be applied as follows:-

- (1) First in paying to the holders of the 'A' ordinary shares a fixed cumulative preferential net cash dividend (hereinafter in these Articles referred to as 'the Fixed Dividend') of 325 pence per annum on each share payable half yearly on the 30th June and the 31st December.
- (2) Second in paying to the holders of the 'A' ordinary shares as a class in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these Articles referred to as 'the Participating Dividend') of a sum equal to 6% of the Net Profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relevant financial year provided that there shall be deducted from the Participating Dividend a sum equal to the total of any Fixed Dividend paid on the 'A' ordinary shares. The Participating Dividend (if any) shall be paid not later than 6 months after the end of each successive accounting reference period of the Company or not later than 14 days after the Annual General Meeting at which the audited accounts of the Company for the relevant financial year are presented, whichever is earlier.

For the purpose of calculating the Participating Dividend, the expression 'Net Profit' shall mean the net profit of the

Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1):-

- (aa) before any payment or provision is made for any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserve and before charging or crediting extra-ordinary items;
- (bb) before deducting any corporation tax (or any other tax levied upon or measured by reference to profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;
- (cc) before deducting any sum in excess of £125,000 in the aggregate in respect of emoluments (including amounts referred to in paragraph 22(3) of Schedule 5 of the Companies Act 1985) payable to the Company's and any subsidiary's executive directors and former executive directors where each of such directors is interested in shares amounting to 10% of all issued shares in the Company and their connected persons (as defined by Section 533 Income and Corporation Taxes Act 1970) such sum to be adjusted annually on 31st December each year commencing on 31st December 1988 by a percentage equal to the percentage

increase in the Retail Price Index published by the Government to 30th November in the year in question from the 30th November in the previous year.

- (3) Third in paying to the holders of the 'A' ordinary shares a cumulative preferential net cash dividend ('the Additional Dividend') for such year on each share of an amount equal to the Excess Remuneration (as hereinafter defined) divided by the number of ordinary shares in issue on the date this Article was adopted as an Article of Association of the Company.

For the purpose of calculating the Additional Dividend the expression 'Excess Remuneration' shall mean emoluments (including amounts referred to in paragraph 22(3) of Schedule 5 of the Companies Act 1985) in excess of £175,000 in the aggregate (or such other sum as may be agreed in writing from time to time by the holders of the 'A' ordinary shares) payable in respect of the relevant financial year to the Company's and any subsidiary's directors and former directors where each of such Directors are interested in shares amounting to 10% of all issued shares in the capital of the Company and their connected persons (as defined by Section 533 Income and Corporation Taxes Act 1970) after deducting income tax at the basic rate on such excess sum. The Additional Dividend (if any) shall be paid on the due date for payment of the Participating Dividend. The said sum of £175,000 will be adjusted annually on 31st December each year commencing on 31st December

1988 by a percentage equal to the percentage increase in the Retail Price Index published by the Government to 30th November in the year in question from the 30th November in the previous year.

Any remaining profits which the Company determines to distribute in any financial year shall be applied as follows:-

- (aa) first in paying to the holders of the ordinary shares a dividend for such year on each share of an amount equal to the amount of dividend excluding the amount of any Additional Dividend paid in respect of that financial year on each 'A' ordinary share;
- (bb) second in distributing the balance of the profits amongst the holders of the 'A' ordinary and ordinary shares (pari passu as if the same constituted one class of share).

Every dividend shall be distributed to the appropriate shareholders pro-rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Companies Act 1985 the Fixed Dividend the Participating Dividend and the Additional Dividend shall (notwithstanding regulations 123 to 127 inclusive contained in Table A or any other provision of these Articles and in particular notwithstanding that there has not been a

recommendation of the Directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable.

(b) Capital:

On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

- (1) first in paying to the holders of the 'A' ordinary shares the sum of £32.50 per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not;
- (2) second in paying to the holders of ordinary shares per share a sum equal to the amount of capital paid on each 'A' ordinary share; and

the balance of such assets shall be distributed amongst the holders of the 'A' ordinary shares and ordinary shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the 'A'

ordinary shares and ordinary shares held by them respectively.

(c) Conversion:

The holders of the 'A' ordinary shares may at any time convert the whole or part of their 'A' ordinary shares into a like number of ordinary shares and the following provision shall have effect:-

- (1) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75% majority of the 'A' ordinary shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company;
- (2) forthwith thereafter the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' ordinary shares and the company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;
- (3) the ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the remaining ordinary shares in the capital of the Company;
- (4) on the date of conversion the Company shall pay a dividend to the holders of the 'A' ordinary shares of a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated on a daily basis to the date of conversion and the

Participating Dividend shall be calculated pro rata according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion such profits to be calculated by the Company on a basis acceptable to the holders of the 'A' ordinary shares.

(d) Class Rights

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, only with the consent in writing of the holders of a 75% majority of the issued shares of that class. Without prejudice to the generality of this Article, the special rights attached to the 'A' ordinary shares shall be deemed to be varied:-

- (1) by any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company or of any of its subsidiaries, or by any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or
- (2) by the sale of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof; or
- (3) by the subscription for, purchase or other acquisition by the Company of any share, debenture, mortgage or security (or any interest in any of the same) in or from any

company or by the disposal of any share in the capital of any subsidiary of the Company; or

- (4) by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges; or
- (5) by the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or
- (6) by the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company; or
- (7) by the calling of a meeting of the Company for the purpose of considering a resolution to approve a contract by the Company to purchase any of its shares; or
- (8) by the entering into of a Service Agreement with any director or the variation of any existing Service Agreement with a director of the Company; or
- (9) by the calling of a meeting of the Company for the purpose of considering a resolution for amending the Memorandum or Articles of Association of the Company.

(e) Further Issue of Shares

- (1) Notwithstanding any other provisions of these Articles the directors shall be bound to offer to any member of the 3i Group (as hereinafter defined) for the time being holding shares in

the capital of the Company such a proportion of any shares forming part of the equity share capital of the Company which the directors determine to issue as the aggregate nominal value of shares in the equity share capital of the Company for the time being held by such member of the 3i Group bears to the total issued equity share capital of the Company immediately before the issue of the shares. Any shares issued to a member of the 3i Group pursuant to such offer shall be issued upon no less favourable terms and conditions than those issued to any other person and so that such shares shall at the request of 3i be registered in the name or names of any one or more members of the 3i Group.

- (2) for the purposes of these Articles the expressions "3i" shall mean Investors in Industry plc (a subsidiary of Investors in Industry Group plc) and "a member of the 3i Group" shall mean Investors in Industry Group plc, 3i and any other subsidiary of Investors in Industry Group plc.

(f) Transfer of shares

- (1) Notwithstanding any other provisions of these Articles a transfer of any shares in the Company held by any member of the 3i Group may be made between the member in the 3i Group holding such shares and any other member in the 3i Group without restriction as to price or otherwise and the directors shall not have power to refuse to register such a transfer.

(g) Limitation on transfer of control

(i) No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the previous written consent of 75% majorities of the holders of the "A" ordinary shares and the holders of the ordinary shares respectively if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company:-

(aa) by a person or persons (other than a company to which paragraph (b) below applies) who was or were not a member or members of the Company on the date this Article was adopted as an Article of Association of the Company unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the "A" ordinary shares at the Specified Price (as hereinafter defined); or

(bb) by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the April 1985 Edition of the City Code on Takeovers and Mergers) with any member of the Company have or as a result of such sale or transfer will have a Controlling Interest.

(2) For the purpose of this Article:-

- (aa) the expression "a Controlling Interest" shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Companies Act 1985) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;
- (bb) the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment; and
- (cc) the expression "the Specified Price" shall mean the higher of:-
 - (i) a price per share of £32.50 plus a sum equal to any arrears, deficiency or accruals of the dividends on such share calculated down to the date of sale or transfer; and
 - (ii) a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares

provided that if any part of the price per share is payable otherwise than by cash the holders of the "A" Ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;

and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding.

(iii) All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article.

(h) Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for

every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

(i) Directors' Borrowing Powers

Subject as hereinafter provided the directors may exercise all the powers of the Company (whether express or implied):-

- (1) of borrowing or securing the payment of money;
- (2) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
- (3) of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Companies Act 1985) of issuing debentures

but so that:-

- (1) the directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations and by virtue of any like operations by any subsidiary of the Company (including any liability whether ascertained or contingent under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not without the previous sanction of the "A" Ordinary shareholders exceed a sum which is equal to twice the aggregate of the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and the amounts for the time being

standing to the credit of the capital and revenue reserves and the share premium account of the Company and all its subsidiaries (excluding any amounts arising from the writing up of the book values of any capital assets any amounts attributable to goodwill and minority interests and any amounts set aside for future taxation) all as shown by the then latest audited consolidated balance sheet of the Company;

- (2) no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;
- (3) no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;
- (4) except with the previous sanction of the holders of the "A" Ordinary shares no mortgage or charge shall be created on any part of the undertaking property or assets of the Company or any subsidiary of the Company except for

the purpose of securing moneys borrowed from any member of the 3i Group with interest thereon and from bankers with interest thereon and bank charges.

(j) Special Director

Notwithstanding any limitation on the number of directors imposed by these Articles 3i shall be entitled to appoint as a director of the Company any person (hereinafter referred to as "a Special Director") approved by the directors of the Company (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. A Special Director shall not be required to hold any share qualification nor shall he be subject to retirement by rotation. The remuneration and reasonable expenses to be paid to a Special Director shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 3i. Upon receipt of a written request by 3i the Company shall also procure that a Special Director be appointed a director to any subsidiary of the Company."

3. That the Articles of Association of the Company be hereby amended by deleting the existing Article 4(ii)(b) and by re-designating the existing Article 4(ii)(c) as 4(ii)(b).
4. That, notwithstanding sections 151(1) and (2) of the Companies Act 1985, the Company may pay negotiation and legal and other professional fees and disbursements (including VAT thereon) in an aggregate amount not exceeding £50,000 incurred by or on behalf of shareholders in the Company in connection with the transfer of 22,000

"A" Ordinary shares of £1 each in the capital of the Company to Investors in Industry plc and in connection with other proposed transfers of shares in the capital of the Company.

Exclusion of pre-emption rights

5. That for the avoidance of doubt the provisions of Article 4 of these Articles shall not apply to the transfer by the individuals referred to in Resolution 1 above to Investors in Industry plc of the 22,000 "A" Ordinary shares referred to in that resolution.

.....
Chairman

No. 1757853

THE COMPANIES ACTS 1948 to 1983

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

M E M O R A N D U M

- and -

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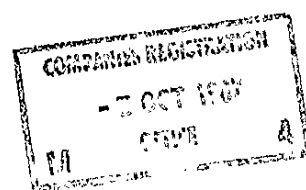
A R T I C L E S O F A S S O C I A T I O N

(with alterations to 22nd September 1987)

- of -

CLARES LIMITED

Incorporated 30th September 1983



THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

CLARES LIMITED

1. The name of the Company is "Alnery No. 215 Limited".*
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-**
 - (1) To carry on business as manufacturers of and dealers in workwear and protective clothing and textile goods and requisites of every description; cotton, linen, cambric muslin, canvas, webbing, worsted, wool, cloth, silk, oilskins, waterproofs, textiles and fabrics generally; towels, sheets, pillow cases, bedding, household linen, hotel requisites and similar goods and cotton and linen goods of every description, overalls, uniforms, sportswear, clothing and footwear of every description.
 - (2) To carry on business as spinners, weavers, hemstitchers, plaiters, pleaters, knitters, embroiderers, tailors, dressmakers, costumiers, drapers, clothing manufacturers, boot and shoe makers, glovers, hatters, dyers, cleaners, washers, bleachers, printers, tanners, curriers, and leather manufacturers, brace and belt makers, rubber goods manufacturers, house and hotel furnishers, furniture dealers, sports goods manufacturers and dealers, men's, women's and children's and general outfitters, warehousemen and storekeepers.

*The Company was incorporated as "Alnery No. 215 Limited". Its name was changed to Clares Carlton Limited on 2nd May 1984 by a special resolution passed on 19th April, 1984 and pursuant to a special resolution passed on 27th March, 1987 the name of the Company was further changed to Clares Limited with effect from 1st May, 1987.

**By a Special Resolution passed on 31st May, 1984, Clause 3 of the Company's Memorandum of Association was amended to its present form.

- (3) To carry on business as manufacturers of and dealers in brushes for all purposes and of and in machinery, plant, supplies, apparatus and utensils for dairying, cheesemaking, farming, food processing and manufacture, horticulture and allied trades and to buy, sell, convert, make and deal in commodities of all kinds.
- (4) To make, build, erect, layout, equip, construct, maintain, alter, use, manage, pull down, repair improve and work in any parts of the world, dwellinghouses, flats, offices, shops factories, mills, roads, railways, tramways, telegraph lines, telephones, electric light and power works, canals, reservoirs, waterworks, wells, aqueducts, watercourses, furnaces, gasworks, piers, wharves, docks, quarries, mines, saw and other mills, warehouses, steam and other ships, and other works, buildings and conveniences of all kinds which may be deemed expedient for the purposes of the Company and to pay or contribute to the payment of cost of making, building, maintaining, using and working the same.
- (5) To purchase with a view to closing or reselling in whole or in part any business or properties which may seem or be deemed likely to injure by competition or otherwise any business or branch of business which the Company is authorised to carry on and to close abandon and give up any works or businesses at any time acquired by the Company.
- (6) To take out purchase or otherwise acquire for any estate or interest any property, assets or any concessions, licences, grants, patents, trade-marks or other exclusive or non-exclusive rights of any kind which may appear to be necessary or convenient for any business of the Company and to develop and turn to account and deal with the same in such manner as may be thought expedient and to make experiments and tests and carry on all kinds of research work.
- (7) To acquire and hold bonds, debentures, debenture stock, notes, obligations, scrip, shares or stock issued or guaranteed by any company constituted or carrying on business in any part of the world and funds, loans, obligations or securities of or issued or guaranteed by any government, state or dominion, public body or authority, supreme municipal, local or otherwise whether at home or abroad and to co-ordinate the administration of any group or groups of two or more companies.

- (8) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or which it may be advisable to undertake with a view to developing, rendering valuable, prospecting or turning to account, any property real or personal, belonging to the Company, or in which the Company may be interested.
- (9) To sell, let, lease, grant licences, easements and other rights, over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company.
- (10) To acquire and undertake on any terms and subject to any conditions, 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 the Company.
- (11) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any company, firm or person carrying on, or proposing to carry on, any business within the objects of the Company.
- (12) To carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency of, any subsidiary company or companies and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, and to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently, to close any such branch or business.
- (13) To act as Directors or Managers of or to appoint Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
- (14) to take part in the management, supervision and control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any Directors, trustees, accountants or other experts or agents.

- (15) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (16) To give all descriptions of guarantees and indemnities.
- (17) To borrow and raise money in any manner and on any terms.
- (18) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company and any money uncalled and any shares of the capital, original or increased, of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.
- (19) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (20) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons or companies.
- (21) To grant pensions or gratuities to any past or present Director, officer or employee of the Company or of any subsidiary company of the Company or of any subsidiary company of any such subsidiary company or of the predecessors in business of the Company or of any such subsidiary or such sub-subsidiary company or the relations, connections, or dependants of any such persons and to establish or support associations, institutions, clubs, funds, and trust which may be considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its members and to establish and contribute to any scheme for the purchase by trustees of shares in the Company to be held for the benefit of the Company's employees and to lend money to the Company's employees to enable them to purchase shares in the Company and to contribute to any public, general or useful object.

- (22) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- (23) To insure with any other company or person against losses, damages, risks and liabilities of all kinds, which may affect the Company.
- (24) To enter into any arrangements with any Government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government authority or company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with the same.
- (25) To take all necessary or proper steps in Parliament or with the authorities, national, local, municipal or otherwise, of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members and to oppose any such steps taken by any other company firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members.
- (26) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (27) To distribute among the members of the Company in specie any property of the Company.
- (28) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (b) 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.

4. The liability of the Members is limited.
5. The Share Capital of the Company is £100 divided into 100 shares of £1 each.*

*By a Special Resolution passed on 31st May, 1984, the Authorised Share Capital of the Company was increased by the creation of 99,900 additional Ordinary Shares of £1 each. By a Special Resolution passed on 22nd September, 1987, the authorised share capital of the Company was increased to £200,000 and 22,000 of the issued shares in the capital of the Company were re-designated as "A" Ordinary Shares.

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

P G May,
109 Peartree Lane,
Little Common,
Bexhill-on-Sea,
East Sussex.

One

Solicitors' Manager

E G Rouse,
67 Wendover Way,
Welling,
Kent.

One

Solicitors' Manager

Dated this 8th day of September 1983.

Witness to the above Signatures:-

B R Bloom,
16 Oliver Road,
Shenfield,
Essex.

Solicitors' Manager.

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION

(Adopted by a Special Resolution passed on 31st May, 1984
and altered by Special Resolutions on 22nd September 1987)

- of -

CLARES LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act, 1948 as amended at the date of adoption of these Articles (hereinafter referred to as "Table A") shall apply to the above-named Company (in these Articles called "the Company").
2. (i) Regulations 24, 73A, 75, 79, 87, 89 to 97 (inclusive) and 106 of Table A shall not apply to the Company but the remaining regulations of Part I of Table A, as altered or modified by the Articles of the Company shall apply to the Company.

(ii) Subject as hereinafter provided these Articles and those regulations in Table A incorporated herein shall take effect subject to the requirements of the Companies Acts 1948 to 1983 (as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company.

SHARE CAPITAL

Table A

- *3. (i) Regulations 4 and 62 of the regulations contained in Part I of Table A in the First Schedule to the Companies Act, 1948 shall not apply to the Company and Article 2 of these Articles shall be read and construed accordingly.

*By a Special Resolution passed on 22nd September, 1987, Regulation 3 of the Company's Articles of Association was altered to its present form.

Share Capital

- (ii) The share capital of the Company at the date of the adoption of this Article is £200,000 divided into 22,000 'A' ordinary shares of £1 each and 178,000 ordinary shares of £1 each.
- (iii) Save as provided by contract or these Articles to the contrary, and subject to any direction of the Company by Ordinary Resolution, all unissued shares in the authorised share capital of the Company at the date of the alteration of these Articles shall, for a period of five years from such date, be at the disposal of the Directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper.
- (iv) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot, or to grant any right to subscribe for or to convert any security into, all or any of such unissued shares at any time or times during such period of five years.
- (v) At the expiry of such period of five years, the authorities contained in paragraphs (iii) and (iv) shall expire but such authorities shall allow the Company to make an offer or agreement before the expiry of such authorities which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authorities.
- (vi) The powers vested in the Directors to allot equity securities (as defined for the purposes of Section 89 of the Companies Act 1985) shall be exercisable as if Section 89(1) of such Act does not apply to the allotment thereof.
- (vii) The rights attaching to the respective classes of shares shall be as follows:-
 - (a) Income:

The profits of the Company in respect of each financial year shall be applied as follows:-

 - (1) First in paying to the holders of the 'A' ordinary shares a fixed cumulative preferential net cash dividend (hereinafter in these Articles referred to as 'the Fixed Dividend') of 325 pence per annum on each share payable half yearly on the 30th June and the 31st December.

- (2) Second in paying to the holders of the 'A' ordinary shares as a class in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these Articles referred to as 'the Participating Dividend') of a sum equal to 6% of the Net Profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relevant financial year provided that there shall be deducted from the Participating Dividend a sum equal to the total of any Fixed Dividend paid on the 'A' ordinary shares. The Participating Dividend (if any) shall be paid not later than 6 months after the end of each successive accounting reference period of the Company or not later than 14 days after the Annual General Meeting at which the audited accounts of the Company for the relevant financial year are presented, whichever is earlier.

For the purpose of calculating the Participating Dividend, the expression 'Net Profit' shall mean the net profit of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1):-

- (aa) before any payment or provision is made for any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserve and before charging or crediting extra-ordinary items;
- (bb) before deducting any corporation tax (or any other tax levied upon or measured by reference to profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;
- (cc) before deducting any sum in excess of £125,000 in the aggregate in respect of emoluments (including amounts referred to in paragraph 22(3) of Schedule 5 of the Companies Act 1985) payable to the Company's and any subsidiary's executive directors and former executive directors where each of such directors is interested in shares amounting to 10% of all issued shares in the Company and

their connected persons (as defined by Section 533 Income and Corporation Taxes Act 1970) such sum to be adjusted annually on 31st December each year commencing on 31st December 1988 by a percentage equal to the percentage increase in the Retail Price Index published by the Government to 30th November in the year in question from the 30th November in the previous year.

- (3) Third in paying to the holders of the 'A' ordinary shares a cumulative preferential net cash dividend ('the Additional Dividend') for such year on each share of an amount equal to the Excess Remuneration (as hereinafter defined) divided by the number of ordinary shares in issue on the date this Article was adopted as an Article of Association of the Company.

For the purpose of calculating the Additional Dividend the expression 'Excess Remuneration' shall mean emoluments (including amounts referred to in paragraph 22(3) of Schedule 5 of the Companies Act 1985) in excess of £175,000 in the aggregate (or such other sum as may be agreed in writing from time to time by the holders of the 'A' ordinary shares) payable in respect of the relevant financial year to the Company's and any subsidiary's directors and former directors where each of such Directors are interested in shares amounting to 10% of all issued shares in the capital of the Company and their connected persons (as defined by Section 533 Income and Corporation Taxes Act 1970) after deducting income tax at the basic rate on such excess sum. The Additional Dividend (if any) shall be paid on the due date for payment of the Participating Dividend. The said sum of £175,000 will be adjusted annually on 31st December each year commencing on 31st December 1988 by a percentage equal to the percentage increase in the Retail Price Index published by the Government to 30th November in the year in question from the 30th November in the previous year.

Any remaining profits which the Company determines to distribute in any financial year shall be applied as follows:-

- (aa) first in paying to the holders of the ordinary shares a dividend for such year on each share

of an amount equal to the amount of dividend excluding the amount of any Additional Dividend paid in respect of that financial year on each 'A' ordinary share;

- (bb) second in distributing the balance of the profits amongst the holders of the 'A' ordinary and ordinary shares (pari passu as if the same constituted one class of share).

Every dividend shall be distributed to the appropriate shareholders pro-rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Companies Act 1985 the Fixed Dividend the Participating Dividend and the Additional Dividend shall (notwithstanding regulations 123 to 127 inclusive contained in Table A or any other provision of these Articles and in particular notwithstanding that there has not been a recommendation of the Directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable.

(b) Capital:

On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

- (1) first in paying to the holders of the 'A' ordinary shares the sum of £32.50 per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not;
- (2) second in paying to the holders of ordinary shares per share a sum equal to the amount of capital paid on each 'A' ordinary share; and

the balance of such assets shall be distributed amongst the holders of the 'A' ordinary shares and ordinary shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the 'A' ordinary shares and ordinary shares held by them respectively.

(c) Conversion:

The holders of the 'A' ordinary shares may at any time convert the whole or part of their 'A' ordinary shares into a like number of ordinary shares and the following provision shall have effect:-

- (1) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75% majority of the 'A' ordinary shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company;
- (2) forthwith thereafter the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' ordinary shares and the company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;
- (3) the ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the remaining ordinary shares in the capital of the Company;
- (4) on the date of conversion the Company shall pay a dividend to the holders of the 'A' ordinary shares of a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated on a daily basis to the date of conversion and the Participating Dividend shall be calculated pro rata according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion such profits to be calculated by the Company on a basis acceptable to the holders of the 'A' ordinary shares.

(d) Class Rights

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, only with the consent in writing of the holders of a 75% majority of the issued shares of that class. Without prejudice to the generality of this Article, the special rights attached to the 'A' ordinary shares shall be deemed to be varied:-

- (1) by any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company or of any of its subsidiaries, or by any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or
- (2) by the sale of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof; or
- (3) by the subscription for, purchase or other acquisition by the Company of any share, debenture, mortgage or security (or any interest in any of the same) in or from any company or by the disposal of any share in the capital of any subsidiary of the Company; or
- (4) by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges; or
- (5) by the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or
- (6) by the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company; or
- (7) by the calling of a meeting of the Company for the purpose of considering a resolution to approve a contract by the Company to purchase any of its shares; or
- (8) by the entering into of a Service Agreement with any director or the variation of any existing Service Agreement with a director of the Company; or
- (9) by the calling of a meeting of the Company for the purpose of considering a resolution for amending the Memorandum or Articles of Association of the Company.

(e) Further Issue of Shares

- (1) Notwithstanding any other provisions of these Articles the directors shall be bound to offer to any member of the 3i Group (as hereinafter defined) for the time being holding shares in the capital of the Company such a proportion of any shares forming part of the equity share capital of the Company which the directors determine to issue as the aggregate nominal value of shares in the equity share capital of the Company for the time being held by such member of the 3i Group bears to the total issued equity share capital of the Company immediately before the issue of the shares. Any shares issued to a member of the 3i Group pursuant to such offer shall be issued upon no less favourable terms and conditions than those issued to any other person and so that such shares shall at the request of 3i be registered in the name or names of any one or more members of the 3i Group.
- (2) for the purposes of these Articles the expressions "3i" shall mean Investors in Industry plc (a subsidiary of Investors in Industry Group plc) and "a member of the 3i Group" shall mean Investors in Industry Group plc, 3i and any other subsidiary of Investors in Industry Group plc.

(f) Transfer of shares

- (1) Notwithstanding any other provisions of these Articles a transfer of any shares in the Company held by any member of the 3i Group may be made between the member in the 3i Group holding such shares and any other member in the 3i Group without restriction as to price or otherwise and the directors shall not have power to refuse to register such a transfer.

(g) Limitation on transfer of control

- (i) No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the previous written consent of 75% majorities of the holders of the "A" ordinary shares and the holders of the ordinary shares respectively if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company:-

- (aa) by a person or persons (other than a company to which paragraph (b) below applies) who was or were not a member or members of the Company on the date this Article was adopted as an Article of Association of the Company unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the "A" ordinary shares at the Specified Price (as hereinafter defined); or
- (bb) by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the April 1985 Edition of the City Code on Takeovers and Mergers) with any member of the Company have or as a result of such sale or transfer will have a Controlling Interest.

(2) For the purpose of this Article:-

- (aa) the expression "a Controlling Interest" shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Companies Act 1985) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;
- (bb) the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment; and
- (cc) the expression "the Specified Price" shall mean the higher of:-
 - (i) a price per share of £32.50 plus a sum equal to any arrears, deficiency or accruals of the dividends on such share calculated down to the date of sale or transfer; and
 - (ii) a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any

other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares provided that if any part of the price per share is payable otherwise than by cash the holders of the "A" Ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;

and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding.

(iii) All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article.

(h) Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

(i) Directors' Borrowing Powers

Subject as hereinafter provided the directors may exercise all the powers of the Company (whether express or implied):-

- (1) of borrowing or securing the payment of money;

- (2) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
- (3) of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Companies Act 1985) of issuing debentures

but so that:-

- (1) the directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations and by virtue of any like operations by any subsidiary of the Company (including any liability whether ascertained or contingent under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not without the previous sanction of the "A" Ordinary shareholders exceed a sum which is equal to twice the aggregate of the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and the amounts for the time being standing to the credit of the capital and revenue reserves and the share premium account of the Company and all its subsidiaries (excluding any amounts arising from the writing up of the book values of any capital assets any amounts attributable to goodwill and minority interests and any amounts set aside for future taxation) all as shown by the then latest audited consolidated balance sheet of the Company;
- (2) no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;
- (3) no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given

that the limit hereby imposed has been or was thereby exceeded;

- (4) except with the previous sanction of the holders of the "A" Ordinary shares no mortgage or charge shall be created on any part of the undertaking property or assets of the Company or any subsidiary of the Company except for the purpose of securing moneys borrowed from any member of the 3i Group with interest thereon and from banks with interest thereon and bank charges.

(j) Special Director

Notwithstanding any limitation on the number of directors imposed by these Articles 3i shall be entitled to appoint as a director of the Company any person (hereinafter referred to as "a Special Director") approved by the directors of the Company (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. A Special Director shall not be required to hold any share qualification nor shall he be subject to retirement by rotation. The remuneration and reasonable expenses to be paid to a Special Director shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 3i. Upon receipt of a written request by 3i the Company shall also procure that a Special Director be appointed a director to any subsidiary of the Company."

*4. TRANSFER OF SHARES

- (i) No Ordinary Share in the capital of the Company shall be transferred except pursuant to the following provisions of this Article.
- (ii) If any of the following events occurs prior to the 31st May, 1989 in relation to the holder of any Ordinary Shares in the capital of the Company:-
 - (a) the death of such a holder (in the case of an individual) or in the case of a company, the commencement of any winding up proceedings; or

*By a Special Resolution passed on 22nd September, 1987, Regulation 4 of the Company's Articles of Association was altered to its present form.

- (b) in the case of an individual, termination of his or her employment with the Company on any ground or for any reason whatsoever (including wrongful and/or unfair dismissal and/or constructive dismissal)

then such holder (in these Articles referred to as the "Transferor") shall give (and if he or she fails to give shall be deemed to have given) notice forthwith upon the occurrence of the said event to the Directors of the Company (in these Articles referred to as the "Directors") a written notice (in these Articles referred to as a "Transfer Notice") at the Registered Office of the Company.

- (iii) A Transfer Notice shall be deemed to be in respect of all of the Ordinary Shares vested in the Transferor and shall be irrevocable.
- (iv) On the issue of a Transfer Notice the Directors shall be constituted as the agents of the Transferor for all purposes in connection with the sale of the Ordinary Shares to which it relates and shall forthwith consult with the other holders of Ordinary Shares as to the disposal of the Transferor's Ordinary Shares and establish the price for those Ordinary Shares (referred to in paragraph (viii) of this Article as the "Specified Price").
- (v) The Directors shall within seven days of the establishment of the Specified Price give notice to all the holders of Ordinary Shares in the capital of the Company (other than the Transferor) of the number, description and Specified Price of such Ordinary Shares inviting each of such holders to state by notice in writing to the Directors within 14 days whether they are willing to purchase any, and if so what, maximum number of Ordinary Shares. Any notice so given to the Directors shall be irrevocable and shall commit the holder to purchase not more than that number of the said Ordinary Shares subject to the terms and conditions of this Article.
- (vi) On the expiration of the said period of 14 days the Directors shall nominate to which of the holders of Ordinary Shares the Transferor's Ordinary Shares shall be transferred. Such nomination shall unless otherwise agreed between all the remaining holders of Ordinary Shares be made so far as practicable pro rata according to the number of Ordinary Shares held by each member notifying the Directors of his willingness to purchase further Ordinary Shares but in the case of each holder shall not exceed the maximum number of the said Ordinary Shares which

such holder shall have expressed his willingness to purchase. Any Ordinary Shares not taken up by a member entitled to purchase them shall thereafter first be offered to the remaining holders of Ordinary Shares in proportion to their holdings (which for this purpose shall include any Ordinary Shares in respect of which they shall or shall have given notice pursuant to paragraph (v) of this Article) as may otherwise be agreed between such holders and the Directors.

- (vii) If, at the expiration of the period of 14 days referred to in paragraph (vi) of this Article any of the said Ordinary Shares shall not have been transferred to persons nominated by the Directors in accordance with the provisions of the said paragraph, the Transferor may at any time within a period of 28 days after the expiration of the said period of 14 days referred to in paragraph (vi) above propose to the Directors another nominee (whether or not a holder of Ordinary Shares in the capital of the Company) to whom such Ordinary Shares shall be transferred at any price not being less than the Specified Price PROVIDED THAT the Directors may require to be satisfied that such Ordinary Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer and if not so satisfied may refuse to register the instrument of transfer.
- (viii) The Specified Price shall be a price agreed between the Transferor and the Directors or if the Specified Price is not agreed between the Transferor and the Directors within 21 days after the occurrence of any of the events specified in paragraph (ii) (a), (b) or (c) of this Article, or within such longer period in the event of the death of a shareholder as may be agreed between the Directors and the personal representatives of the former shareholder, the price which an independent accountant to be appointed by agreement between the Transferor or where appropriate, his personal representatives, and the Directors or in default of such agreement to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales (or the person duly nominated by him for that purpose) shall specify in writing to be in his opinion the fair selling value thereof as between a willing seller and a willing buyer as at the date of the occurrence of such event on the basis that the Company is a going concern. Where the Transfer Notice has been given or shall have been deemed to have been given before 31st May, 1989 in consequence either of the Transferor's resignation from his employment with the Company or of the Transferor's

dismissal for gross misconduct, the Specified Price shall be calculated making such allowance for the number of shares to be transferred in proportion to the number of all the issued Ordinary Shares, as the Transferor and the Directors agree or the said accountant specifies. In all other cases, the Specified Price shall be calculated without taking into account the proportion which the number of shares to be transferred bears to the number of all the issued Ordinary Shares. In so certifying, such accountant shall act as an expert and not as an arbitrator and the amounts so fixed by him as the fair selling value shall be conclusive between the parties for all purposes save in the case of manifest error. The cost of such accountant's certificate shall be borne by the Company. The Directors and the Transferor shall provide to such accountant such information as they may have in their possession or under their control which he may require for the purposes of his determination. In no circumstances shall the Specified Price exceed the market value of the Ordinary Shares proposed to be transferred.

- (ix) Upon such nomination as is provided for in paragraph (vi) of this Article being made, the holders so nominated shall be bound to pay the purchase price for and to accept the transfer of the Ordinary Shares in respect of which they have been nominated as transferee by the Directors. The Transferor or, where appropriate, his personal representatives shall be bound on the payment of the Specified Price to execute a transfer of such Ordinary Shares to the proposing transferee(s) and if he or they shall make default in so doing the Company shall receive and make good discharge for the purchase money on behalf of the Transferor or, where appropriate, his personal representatives and shall authorise some person (who shall be deemed to be the attorney of the Transferor for that purpose) to execute in favour of the proposing transferee a transfer or transfers of the Ordinary Shares allocated to him and shall enter his or her name in the Register as the holder or holders of those Ordinary Shares.
- (x) If prior to 31st May 1989 a member or other person entitled to transfer an Ordinary Share at any time attempts to deal with or dispose of any Ordinary Share or any interest therein otherwise than in accordance with the foregoing provisions of this Article he shall be deemed immediately prior to such attempt to have served on the Company a Transfer Notice in respect of such share(s) and the Specified Price shall be ascertained as aforesaid. The provisions of this Article shall thereupon apply to

the said Ordinary Share(s) and the Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall have received notice of such attempt and the Directors shall be obliged to give notice pursuant to paragraph (v) of this Article forthwith after the Specified Price shall have been ascertained.

- (xi) The restrictions on transfer contained in this Article shall apply to all transfers or transmissions of Ordinary Shares operating by law or otherwise. If, while the procedure described in paragraphs (v), (vi) and (vii) of this Article is still being proceeded with in respect of any Ordinary Shares, any of the events referred to in paragraph (ii)(a), (b) or (c) (inclusive) of this Article occurs in respect of any other holder of Ordinary Shares, then any such holder or his personal representatives (as appropriate) shall nevertheless continue to be eligible for nomination by the Directors in accordance with the provisions of paragraph (vii) of this Article PROVIDED THAT on the expiry of the period of 14 days provided for in sub-paragraph (v) above such proposed holder (or his personal representatives as the case may be) shall be deemed forthwith to give a Transfer Notice in respect of all his Ordinary Shares in the capital of the Company including any shares in the process of transfer to him.
- (xii) After 31st May, 1989, the Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any Ordinary Share, whether or not it is a fully paid share.
- (xiii) The instrument of transfer of any share need not be executed by or on behalf of the transferee.

5. GENERAL MEETINGS

- (i) Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of the Act as to giving information to Members in regard to their right to appoint proxies and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.
- (ii) Subject to the provisions of the Companies Acts from time to time in force a resolution in writing signed or approved by letter, telex or cable by all the Members of the Company who would be entitled to receive notice of and to attend and vote at a

General Meeting or at a meeting of any class of members of the Company at which such resolution was to be proposed, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting or at such class meeting of the Company (as the case may be) duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys, (or, in the case of a member which is a body corporate) by a Director thereof or by a duly appointed representative.

6. VOTES OF MEMBERS

Regulation 62 of Part 1 of Table A shall be deemed to be modified by inserting after the words "present in person" the words "or by proxy".

7. VOTING

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with the Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

8. DIRECTORS

The Directors shall not, unless otherwise determined by an Ordinary Resolution of the Company, be less than two in number.

9. A Director or an alternate Director acting in his place (other than a Director or such alternate Director for the time being absent from the United Kingdom) shall be entitled to receive notice of and attend all General Meetings of the Company and Regulation 134 of Part 1 of Table A shall be deemed to be modified accordingly.

10. 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 counted in the quorum when any such contract or arrangement is under consideration; and Regulation 84 of Part 1 of Table A shall be deemed to be modified accordingly.

11. The Directors may procure the establishment and maintenance of or participate in, or contribute to any

non-contributory or contributory pension or superannuation fund scheme or arrangement or life assurance scheme or arrangement for the benefit of, and pay provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any past or present Director, officer or employee of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary company or the wives, widows, families or dependants of any such past or present Director, officer or employee.

12. A resolution in writing signed or approved by letter, telex or cable by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed or approved by one or more of the Directors. For the purposes of this Article the signature or approval of an alternate Director shall suffice in lieu of the signature or approval of the Director appointing him.
13. The Directors shall have power at any time and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles.
14. The Company may by Ordinary Resolution, of which special notice has been given in accordance with section 142 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
15. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Article. Without prejudice to the powers of the Directors under Regulation 95 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.
16. ALTERNATE DIRECTORS

Each Director shall have the power to nominate any other Director, or with the approval of a majority of the other Directors, any other person to act as alternate Director, in his place, at any meeting of the Directors at which he is unable to be present, and at his discretion to remove such alternate Director and on such appointment being made the alternate Director, shall (except as regards the power

to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two. Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director or removes him by written notice to the Company. A Director retiring at a General Meeting of the Company who is re-elected a Director at the same meeting shall not for the purposes of this Article be deemed to have vacated his office as a Director.

17. DIRECTORS' BORROWING POWERS

- (i) The Directors may exercise all the powers of the Company (whether express or implied):-
 - (a) of borrowing or securing the payment of money;
 - (b) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
 - (c) of mortgaging or charging the property assets and uncalled capital of the Company and issuing debentures.
- (ii) No lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;

18. NOTICES

Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company, may be sent or served by leaving the same

or sending it through the post in a prepaid letter, envelope, or wrapper, addressed to the Company or such officer at the Registered Office of the Company.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

P G May,
109 Peartree Lane,
Little Common,
Bexhill-on-Sea,
East Sussex.

Solicitors' Manager.

E G Rouse,
67 Wendover Way,
Welling,
Kent.

Solicitors' Manager.

Dated this 8th day of September 1983.

Witness to the above Signatures:-

B R Bloom,
16 Oliver Road,
Shenfield,
Essex.

Solicitors' Manager



COMPANIES FORM No.155(6)a

**Declaration in relation to
assistance for the acquisition
of shares.**

155(6)a

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[] [] [] [] [] []

1757853

Note
Please read the notes
on page 3 before
completing this form.

Name of company

*

CLARES LIMITED

* Insert full name
of company

I/We of

LAWSON TOLLEY OF MERRYLEA, 3 PETVIN CLOSE, STREET.

LESLIE BALDWIN OF GLENROY, WELL CLOSE, WINSCOMBE.

RICHARD DUNLOP OF COURT COTTAGE, 54 DETILLENS LANE,
LIMPSFIELD, OXTED, SURREY

or insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~I the sole director~~ All the directors† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~(a) the company is a recognised bank or licensed institution within the meaning of the Banking Act 1979~~

~~(b) the company is a person authorised under section 1 of the Insurance Companies Act 1982 to carry on
insurance business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in it.

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the
purpose of that acquisition].†

The number and class of the shares acquired or to be acquired is: 22,000 "A"

ORDINARY SHARES OF £1 EACH

PRINTED AND SUPPLIED BY

Jordans

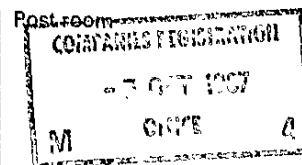
JORDAN & SONS LIMITED
JORDAN HOUSE
BRUNSWICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 3037
TELEX 281010



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

STANLEY WASBROUGH
17 BERKELEY SQUARE
CLIFTON
BRISTOL
BS8 1HD

For official Use
General Section



The assistance is to be given to: (note 2) L.D. Adlam, L.J. Baldwin, P.M. Curtis,
C.D. Ford, B.J. Kendrick, J.W. Perry, B.A. Tidball, L.W. Tolley,
F. Whitehouse, G.K.E. Wills.

Please do not
write in
this margin

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

The assistance will take the form of:

The payment by the Company of professional fees and disbursements (with VAT therein) incurred by the Shareholders in the Company in connection with and for the purpose of the acquisition of shares in the Company and the payment by the Company of a negotiation fee to and the legal fees of Investors In Industry plc.

The person who ~~has acquired~~ (will acquire)† the shares is:
Investors In Industry plc

† delete as
appropriate

The principal terms on which the assistance will be given are:

The assistance will be given by the payment of the appropriate professional fees on presentation of the relevant invoices and by the payment of fees to Investors In Industry plc on completion of the transfer of shares to them.

The amount of cash to be transferred to the person assisted is £ N/A.

The value of any asset to be transferred to the person assisted is £ N/A.

The date on which the assistance is to be given is September 19 87

Please do not
write in
this margin

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

* delete either (a) or
(b) as appropriate

~~X~~/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

(a)[/We have formed the opinion that the company will be able to pay it's debts as they fall due during the year immediately following that date]*(note 3)

~~(b)[It is intended to commence the winding up of the company within 12 months of that date: and I/we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up]*(note 3)~~

And~~X~~/we 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 209 Berkeley Square
Wimborne

the 21st day of September
one thousand nine hundred and eighty

~~before me~~ ANTHONY GROVE LL.B
~~Solicitor~~

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

L. Tolley
Richard Dwyer
Anthony Grove

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.



A MEMBER OF ARTHUR YOUNG INTERNATIONAL

Arthur Young

Chartered Accountants
One Bridewell Street.
Bristol BS1 2AA

1

REPORT OF THE AUDITORS TO THE DIRECTORS OF CLARES LIMITED
UNDER SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the Directors dated September 21, 1987 in connection with the proposal that Clares Limited shall give L. D. Adlam, L. J. Baldwin, P. M. Curtis, C. D. Ford, B. J. Kendrick, J. W. Perry, B. A. Tidball, L. W. Tolley, F. Whitehouse and G. K. E. Wills, financial assistance for the purchase of 22,000 'A' ordinary shares in Clares Limited by Investors in Industry plc.

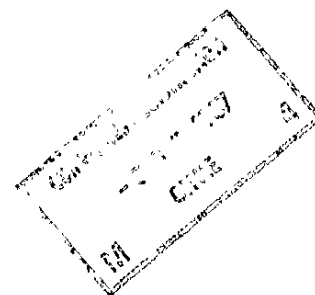
We have enquired into the state of the company's affairs at September 21, 1987.

We are not aware of anything to indicate that the opinion expressed by the Directors in their declaration dated September 21, 1987 as to Clares Limited's solvency is unreasonable in all the circumstances.

Arthur Young

ARTHUR YOUNG

September 21, 1987



11-1 11/12
No. 1757853

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

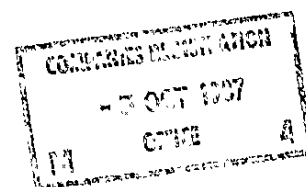
CLARES LIMITED
(passed 22nd September, 1987)

At an Extraordinary General Meeting of the above named company, duly convened and held on 22nd September, 1987 the following resolutions were duly passed as SPECIAL RESOLUTIONS of the Company:-

SPECIAL RESOLUTIONS

Increase in and conversion of authorised capital

1. That subject to and conditional upon the transfer to Investors in Industry plc of the 22,000 "A" Ordinary shares described in this resolution having been completed within 24 hours from the time of this meeting, the authorised share capital of the Company be increased to £200,000 by the creation of 100,000 additional ordinary shares of £1 each and the issued share capital of the Company be hereby altered by the conversion of 22,000 of the existing Ordinary shares of £1 each referred to below into 22,000 "A" Ordinary shares of £1 each having the rights set out in the Articles of Association of the Company as proposed to be altered by the resolutions set out below:-



| <u>Name of Transferor</u> | <u>No. of shares transferred</u> | <u>Name of Transferee</u> |
|---------------------------|----------------------------------|---------------------------|
| L W Tolley | 8,000 | Investors in Industry plc |
| L J Baldwin | 4,000 | " |
| C D Ford | 1,100 | " |
| Miss L D Adlam | 1,100 | " |
| P M Curtis | 1,000 | " |
| B J Kendrick | 1,100 | " |
| J W Perry | 1,200 | " |
| B A Tidball | 1,500 | " |
| F Whitehouse | 1,500 | " |
| G K E Wills | 1,500 | " |
| | <hr/> 22,000 <hr/> | |

Amendment of Articles of Association

2. That the Articles of Association of the Company be hereby amended by deleting the existing Article 3 and inserting the next following Article in substitution therefor:-

SHARE CAPITAL

Table A

- "3. (i) Regulations 4 and 62 of the regulations contained in Part 1 of Table A in the First Schedule to the Companies Act, 1948 shall not apply to the Company and Article 2 of these Articles shall be read and construed accordingly.

Share Capital

- (ii) The share capital of the Company at the date of the adoption of this Article is £200,000 divided into 22,000 'A' ordinary shares of £1 each and 178,000 ordinary shares of £1 each.

- (iii) Save as provided by contract or these Articles to the contrary, and subject to any direction of the Company by Ordinary Resolution, all unissued shares in the authorised share capital of the Company at the date of the alteration of these Articles shall, for a period of five years from such date, be at the disposal of the Directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper.
- (iv) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot, or to grant any right to subscribe for or to convert any security into, all or any of such unissued shares at any time or times during such period of five years.
- (v) At the expiry of such period of five years, the authorities contained in paragraphs (iii) and (iv) shall expire but such authorities shall allow the Company to make an offer or agreement before the expiry of such authorities which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authorities.
- (vi) The powers vested in the Directors to allot equity securities (as defined for the purposes of Section 89 of the Companies Act 1985) shall be exercisable as if Section 89(1) of such Act does not apply to the allotment thereof.
- (vii) The rights attaching to the respective classes of shares shall be as follows:-

(a) Income:

The profits of the Company in respect of each financial year shall be applied as follows:-

- (1) First in paying to the holders of the 'A' ordinary shares a fixed cumulative preferential net cash dividend (hereinafter in these Articles referred to as 'the Fixed Dividend') of 325 pence per annum on each share payable half yearly on the 30th June and the 31st December.
- (2) Second in paying to the holders of the 'A' ordinary shares as a class in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these Articles referred to as 'the Participating Dividend') of a sum equal to 6% of the Net Profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relevant financial year provided that there shall be deducted from the Participating Dividend a sum equal to the total of any Fixed Dividend paid on the 'A' ordinary shares. The Participating Dividend (if any) shall be paid not later than 6 months after the end of each successive accounting reference period of the Company or not later than 14 days after the Annual General Meeting at which the audited accounts of the Company for the relevant financial year are presented, whichever is earlier.

For the purpose of calculating the Participating Dividend, the expression 'Net Profit' shall mean the net profit of the

Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1):-

- (aa) before any payment or provision is made for any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserve and before charging or crediting extra-ordinary items;
- (bb) before deducting any corporation tax (or any other tax levied upon or measured by reference to profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;
- (cc) before deducting any sum in excess of £125,000 in the aggregate in respect of emoluments (including amounts referred to in paragraph 22(3) of Schedule 5 of the Companies Act 1985) payable to the Company's and any subsidiary's executive directors and former executive directors where each of such directors is interested in shares amounting to 10% of all issued shares in the Company and their connected persons (as defined by Section 533 Income and Corporation Taxes Act 1970) such sum to be adjusted annually on 31st December each year commencing on 31st December 1988 by a percentage equal to the percentage

increase in the Retail Price Index published by the Government to 30th November in the year in question from the 30th November in the previous year.

- (3) Third in paying to the holders of the 'A' ordinary shares a cumulative preferential net cash dividend ('the Additional Dividend') for such year on each share of an amount equal to the Excess Remuneration (as hereinafter defined) divided by the number of ordinary shares in issue on the date this Article was adopted as an Article of Association of the Company.

For the purpose of calculating the Additional Dividend the expression 'Excess Remuneration' shall mean emoluments (including amounts referred to in paragraph 22(3) of Schedule 5 of the Companies Act 1985) in excess of £175,000 in the aggregate (or such other sum as may be agreed in writing from time to time by the holders of the 'A' ordinary shares) payable in respect of the relevant financial year to the Company's and any subsidiary's directors and former directors where each of such Directors are interested in shares amounting to 10% of all issued shares in the capital of the Company and their connected persons (as defined by Section 533 Income and Corporation Taxes Act 1970) after deducting income tax at the basic rate on such excess sum. The Additional Dividend (if any) shall be paid on the due date for payment of the Participating Dividend. The said sum of £175,000 will be adjusted annually on 31st December each year commencing on 31st December

1988 by a percentage equal to the percentage increase in the Retail Price Index published by the Government to 30th November in the year in question from the 30th November in the previous year.

Any remaining profits which the Company determines to distribute in any financial year shall be applied as follows:-

- (aa) first in paying to the holders of the ordinary shares a dividend for such year on each share of an amount equal to the amount of dividend excluding the amount of any Additional Dividend paid in respect of that financial year on each 'A' ordinary share;
- (bb) second in distributing the balance of the profits amongst the holders of the 'A' ordinary and ordinary shares (pari passu as if the same constituted one class of share).

Every dividend shall be distributed to the appropriate shareholders pro-rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Companies Act 1985 the Fixed Dividend the Participating Dividend and the Additional Dividend shall (notwithstanding regulations 123 to 127 inclusive contained in Table A or any other provision of these Articles and in particular notwithstanding that there has not been a

recommendation of the Directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable.

(b) Capital:

On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

- (1) first in paying to the holders of the 'A' ordinary shares the sum of £32.50 per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not;
- (2) second in paying to the holders of ordinary shares per share a sum equal to the amount of capital paid on each 'A' ordinary share; and

the balance of such assets shall be distributed amongst the holders of the 'A' ordinary shares and ordinary shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the 'A'

ordinary shares and ordinary shares held by them respectively.

(c) Conversion:

The holders of the 'A' ordinary shares may at any time convert the whole or part of their 'A' ordinary shares into a like number of ordinary shares and the following provision shall have effect:-

- (1) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75% majority of the 'A' ordinary shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company;
- (2) forthwith thereafter the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' ordinary shares and the company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;
- (3) the ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the remaining ordinary shares in the capital of the Company;
- (4) on the date of conversion the Company shall pay a dividend to the holders of the 'A' ordinary shares of a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated on a daily basis to the date of conversion and the

Participating Dividend shall be calculated pro rata according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion such profits to be calculated by the Company on a basis acceptable to the holders of the 'A' ordinary shares.

(d) Class Rights

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, only with the consent in writing of the holders of a 75% majority of the issued shares of that class. Without prejudice to the generality of this Article, the special rights attached to the 'A' ordinary shares shall be deemed to be varied:-

- (1) by any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company or of any of its subsidiaries, or by any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or
- (2) by the sale of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof; or
- (3) by the subscription for, purchase or other acquisition by the Company of any share, debenture, mortgage or security (or any interest in any of the same) in or from any

company or by the disposal of any share in the capital of any subsidiary of the Company; or

- (4) by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges; or
 - (5) by the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or
 - (6) by the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company; or
 - (7) by the calling of a meeting of the Company for the purpose of considering a resolution to approve a contract by the Company to purchase any of its shares; or
 - (8) by the entering into of a Service Agreement with any director or the variation of any existing Service Agreement with a director of the Company; or
 - (9) by the calling of a meeting of the Company for the purpose of considering a resolution for amending the Memorandum or Articles of Association of the Company.
- (e) Further Issue of Shares
- (1) Notwithstanding any other provisions of these Articles the directors shall be bound to offer to any member of the 3i Group (as hereinafter defined) for the time being holding shares in

the capital of the Company such a proportion of any shares forming part of the equity share capital of the Company which the directors determine to issue as the aggregate nominal value of shares in the equity share capital of the Company for the time being held by such member of the 3i Group bears to the total issued equity share capital of the Company immediately before the issue of the shares. Any shares issued to a member of the 3i Group pursuant to such offer shall be issued upon no less favourable terms and conditions than those issued to any other person and so that such shares shall at the request of 3i be registered in the name or names of any one or more members of the 3i Group.

- (2) for the purposes of these Articles the expressions "3i" shall mean Investors in Industry plc (a subsidiary of Investors in Industry Group plc) and "a member of the 3i Group" shall mean Investors in Industry Group plc, 3i and any other subsidiary of Investors in Industry Group plc.

(f) Transfer of shares

- (1) Notwithstanding any other provisions of these Articles a transfer of any shares in the Company held by any member of the 3i Group may be made between the member in the 3i Group holding such shares and any other member in the 3i Group without restriction as to price or otherwise and the directors shall not have power to refuse to register such a transfer.

(g) Limitation on transfer of control

(i) No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the previous written consent of 75% majorities of the holders of the "A" ordinary shares and the holders of the ordinary shares respectively if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company:-

(aa) by a person or persons (other than a company to which paragraph (b) below applies) who was or were not a member or members of the Company on the date this Article was adopted as an Article of Association of the Company unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the "A" ordinary shares at the Specified Price (as hereinafter defined); or

(bb) by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the April 1985 Edition of the City Code on Takeovers and Mergers) with any member of the Company have or as a result of such sale or transfer will have a Controlling Interest.

(2) For the purpose of this Article:-

(aa) the expression "a Controlling Interest" shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Companies Act 1985) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;

(bb) the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment; and

(cc) the expression "the Specified Price" shall mean the higher of:-

(i) a price per share of £32.50 plus a sum equal to any arrears, deficiency or accruals of the dividends on such share calculated down to the date of sale or transfer; and

(ii) a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares

provided that if any part of the price per share is payable otherwise than by cash the holders of the "A" Ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;

and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding.

(iii) All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article.

(h) Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for

every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

(i) Directors' Borrowing Powers

Subject as hereinafter provided the directors may exercise all the powers of the Company (whether express or implied):-

- (1) of borrowing or securing the payment of money;
- (2) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
- (3) of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Companies Act 1985) of issuing debentures

but so that:-

- (1) the directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations and by virtue of any like operations by any subsidiary of the Company (including any liability whether ascertained or contingent under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not without the previous sanction of the "A" Ordinary shareholders exceed a sum which is equal to twice the aggregate of the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and the amounts for the time being

standing to the credit of the capital and revenue reserves and the share premium account of the Company and all its subsidiaries (excluding any amounts arising from the writing up of the book values of any capital assets any amounts attributable to goodwill and minority interests and any amounts set aside for future taxation) all as shown by the then latest audited consolidated balance sheet of the Company;

- (2) no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;
- (3) no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;
- (4) except with the previous sanction of the holders of the "A" Ordinary shares no mortgage or charge shall be created on any part of the undertaking property or assets of the Company or any subsidiary of the Company except for

the purpose of securing moneys borrowed from any member of the 3i Group with interest thereon and from bankers with interest thereon and bank charges.

(j) Special Director

Notwithstanding any limitation on the number of directors imposed by these Articles 3i shall be entitled to appoint as a director of the Company any person (hereinafter referred to as "a Special Director") approved by the directors of the Company (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. A Special Director shall not be required to hold any share qualification nor shall he be subject to retirement by rotation. The remuneration and reasonable expenses to be paid to a Special Director shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 3i. Upon receipt of a written request by 3i the Company shall also procure that a Special Director be appointed a director to any subsidiary of the Company."

3. That the Articles of Association of the Company be hereby amended by deleting the existing Article 4(ii)(b) and by re-designating the existing Article 4(ii)(c) as 4(ii)(b).
4. That, notwithstanding sections 151(1) and (2) of the Companies Act 1985, the Company may pay negotiation and legal and other professional fees and disbursements (including VAT thereon) in an aggregate amount not exceeding £50,000 incurred by or on behalf of shareholders in the Company in connection with the transfer of 22,000

"A" Ordinary shares of £1 each in the capital of the Company to Investors in Industry plc and in connection with other proposed transfers of shares in the capital of the Company.

Exclusion of pre-emption rights

5. That for the avoidance of doubt the provisions of Article 4 of these Articles shall not apply to the transfer by the individuals referred to in Resolution 1 above to Investors in Industry plc of the 22,000 "A" Ordinary shares referred to in that resolution.


.....
Chairman



COMPANIES FORM No. 123

Notice of increase in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

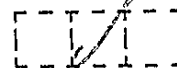
Please complete
legibly, preferably
in black type, or
bold block lettering

*Insert full name
of company

To the Registrar of Companies

For official use

Company number



1757853

Name of company

* CLARES LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company dated 22nd September, 1987 the nominal capital of the company has been increased by £ 100,000 beyond the registered capital of £ 100,000.

†The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. 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 see attached Special Resolution dated 22nd September, 1987.

Please tick here if
continued overleaf



§Delete as
appropriate

Signed

[Director][Secretary]§ Date

1/10/87

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

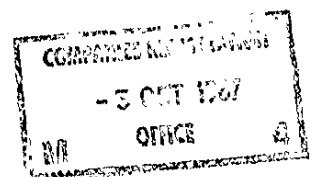
Stanley Wasbrough, Solicitors,
17 Berkeley Square,
Clifton,
BRISTOL,
BS8 1HD.

NRMC/870475

For official use

General section

Post room



No. 1757853

THE COMPANIES ACTS 1948 to 1983

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

M E M O R A N D U M

- and -

NEW

A R T I C L E S O F A S S O C I A T I O N

(with alterations to 31st December 1988)

- of -

CLARES LIMITED

Incorporated 30th September 1983

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS

of

CLARES LIMITED

AT an Extraordinary General Meeting of the Company duly convened and held on the 31st December, 1988 the following resolutions were duly passed as Special Resolutions:

RESOLUTIONS

1. THAT the Articles of Association of the Company be altered by adding after clause 3 sub-clause (vi) thereof a new sub-clause (vi)A which reads:-

"3(vi)A Subject to the provisions of the Companies Act 1985, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares."

2. THAT the terms of the proposed contract whereby the Company may become entitled and obliged to purchase its own shares and of which a copy is produced to the meeting and initialled for the purpose of identification by the Company's Secretary, be and are hereby approved, and any director of the Company be and is hereby authorised to enter into the contract on behalf of the Company and to fulfil all obligations of the Company thereunder.

Barrie Tidball

.....
Chairman

Here ← no header

No. 1757853

THE COMPANIES ACTS 1948 to 1983

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

M E M O R A N D U M

- and -

NEW

A R T I C L E S O F A S S O C I A T I O N

(with alterations to 31st December 198⁽⁸⁾)

- of -

CLARES LIMITED

Incorporated 30th September 1983

Header ← no header

No. 1757853

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
of
CLARES LIMITED

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2. THAT the terms of the proposed contract whereby the Company may become entitled and obliged to purchase its own shares and of which a copy is produced to the meeting and initialled for the purpose of identification by the Company's Secretary, be and are hereby approved, and any director of the Company be and is hereby authorised to enter into the contract on behalf of the Company and to fulfil all obligations of the Company thereunder.

Barrie Tidball

.....
Chairman

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

CLARES LIMITED

1. The name of the Company is "Alnery No. 215 Limited".*
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-**
 - (1) To carry on business as manufacturers of and dealers in workwear and protective clothing and textile goods and requisites of every description; cotton, linen, cambric muslin, canvas, webbing, worsted, wool, cloth, silk, oilskins, waterproofs, textiles and fabrics generally; towels, sheets, pillow cases, bedding, household linen, hotel requisites and similar goods and cotton and linen goods of every description, overalls, uniforms, sportswear, clothing and footwear of every description.
 - (2) To carry on business as spinners, weavers, hemstitchers, plaiters, pleaters, knitters, embroiderers, tailors, dressmakers, costumiers, drapers, clothing manufacturers, boot and shoe makers, glovers, hatters, dyers, cleaners, washers, bleachers, printers, tanners, curriers, and leather manufacturers, brace and belt makers, rubber goods manufacturers, house and hotel furnishers, furniture dealers, sports goods manufacturers and dealers, men's, women's and children's and general outfitters, warehousemen and storekeepers.

*The Company was incorporated as "Alnery No. 215 Limited". Its name was changed to Clares Carlton Limited on 2nd May 1984 by a special resolution passed on 19th April, 1984 and pursuant to a special resolution passed on 27th March, 1987 the name of the Company was further changed to Clares Limited with effect from 1st May, 1987.

**By a Special Resolution passed on 31st May, 1984, Clause 3 of the Company's Memorandum of Association was amended to its present form.

- (3) To carry on business as manufacturers of and dealers in brushes for all purposes and of and in machinery, plant, supplies, apparatus and utensils for dairying, cheesemaking, farming, food processing and manufacture, horticulture and allied trades and to buy, sell, convert, make and deal in commodities of all kinds.
- (4) To make, build, erect, layout, equip, construct, maintain, alter, use, manage, pull down, repair improve and work in any parts of the world, dwellinghouses, flats, offices, shops factories, mills, roads, railways, tramways, telegraph lines, telephones, electric light and power works, canals, reservoirs, waterworks, wells, aqueducts, watercourses, furnaces, gasworks, piers, wharves, docks, quarries, mines, saw and other mills, warehouses, steam and other ships, and other works, buildings and conveniences of all kinds which may be deemed expedient for the purposes of the Company and to pay or contribute to the payment of cost of making, building, maintaining, using and working the same.
- (5) To purchase with a view to closing or reselling in whole or in part any business or properties which may seem or be deemed likely to injure by competition or otherwise any business or branch of business which the Company is authorised to carry on and to close abandon and give up any works or businesses at any time acquired by the Company.
- (6) To take out purchase or otherwise acquire for any estate or interest any property, assets or any concessions, licences, grants, patents, trade-marks or other exclusive or non-exclusive rights of any kind which may appear to be necessary or convenient for any business of the Company and to develop and turn to account and deal with the same in such manner as may be thought expedient and to make experiments and tests and carry on all kinds of research work.
- (7) To acquire and hold bonds, debentures, debenture stock, notes, obligations, scrip, shares or stock issued or guaranteed by any company constituted or carrying on business in any part of the world and funds, loans, obligations or securities of or issued or guaranteed by any government, state or dominion, public body or authority, supreme municipal, local or otherwise whether at home or abroad and to co-ordinate the administration of any group or groups of two or more companies.

- (8) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above, or which it may be advisable to undertake with a view to developing, rendering valuable, prospecting or turning to account, any property real or personal, belonging to the Company, or in which the Company may be interested.
- (9) To sell, let, lease, grant licences, easements and other rights, over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of any other company.
- (10) To acquire and undertake on any terms and subject to any conditions, 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 the Company.
- (11) To amalgamate with or enter into partnership or any joint purse or profit-sharing arrangement with or to co-operate in any way with, or assist or subsidise, any company, firm or person carrying on, or proposing to carry on, any business within the objects of the Company.
- (12) To carry on any business or branch of a business which the Company is authorised to carry on by means, or through the agency of, any subsidiary company or companies and to enter into any arrangement with any such subsidiary company for taking the profits and bearing the losses of any business or branch so carried on, or for financing any such subsidiary company or guaranteeing its liabilities, and to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently, to close any such branch or business.
- (13) To act as Directors or Managers of or to appoint Directors or Managers of any subsidiary company or of any other company in which this Company is or may be interested.
- (14) to take part in the management, supervision and control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any Directors, trustees, accountants or other experts or agents.

- (15) To promote or concur in the promotion of any company, whether British or foreign, the promotion of which shall be considered desirable.
- (16) To give all descriptions of guarantees and indemnities.
- (17) To borrow and raise money in any manner and on any terms.
- (18) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the undertaking, property and rights (including property and rights to be subsequently acquired) of the Company and any money uncalled and any shares of the capital, original or increased, of the Company and whether at the time issued or created or not and to create, issue, make and give debentures, debenture stock, bonds or other obligations, perpetual or otherwise with or without any mortgage or charge on all or any part of such undertaking, property, rights and uncalled money.
- (19) To make, draw, accept, endorse, discount, negotiate, execute and issue and to buy, sell and deal in promissory notes, bills of exchange, cheques, bills of lading, shipping documents, dock and warehouse warrants, and other instruments negotiable or transferable or otherwise.
- (20) To lend money with or without security and to subsidise, assist and guarantee the payment of money by or the performance of any contract, engagement or obligation by any persons or companies.
- (21) To grant pensions or gratuities to any past or present Director, officer or employee of the Company or of any subsidiary company of the Company or of any subsidiary company of any such subsidiary company or of the predecessors in business of the Company or of any such subsidiary or such sub-subsidiary company or the relations, connections, or dependants of any such persons and to establish or support associations, institutions, clubs, funds, and trust which may be considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its members and to establish and contribute to any scheme for the purchase by trustees of shares in the Company to be held for the benefit of the Company's employees and to lend money to the Company's employees to enable them to purchase shares in the Company and to contribute to any public, general or useful object.

- (22) To pay all preliminary expenses of the Company and any company promoted by the Company or any company in which this Company is or may contemplate being interested, including in such preliminary expenses all or any part of the costs and expenses of owners of any business or property acquired by the Company.
- (23) To insure with any other company or person against losses, damages, risks and liabilities of all kinds, which may affect the Company.
- (24) To enter into any arrangements with any Government or authority, imperial, supreme, municipal, local or otherwise, or company that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government authority or company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with the same.
- (25) To take all necessary or proper steps in Parliament or with the authorities, national, local, municipal or otherwise, of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the Company or furthering the interests of its members and to oppose any such steps taken by any other company firm or person which may be considered likely directly or indirectly to prejudice the interests of the Company or its members.
- (26) To do anything by this Memorandum of Association authorised in any part of the world and as principals, agents contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (27) To distribute among the members of the Company in specie any property of the Company.
- (28) To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared (a) that the word "company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (b) 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.

4. The liability of the Members is limited.
5. The Share Capital of the Company is £100 divided into 100 shares of £1 each.*

*By a Special Resolution passed on 31st May, 1984, the Authorised Share Capital of the Company was increased by the creation of 99,900 additional Ordinary Shares of £1 each. By a Special Resolution passed on 22nd September, 1987, the authorised share capital of the Company was increased to £200,000 and 22,000 of the issued shares in the capital of the Company were re-designated as "A" Ordinary Shares.

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.

| <u>Names, Addresses and Descriptions of Subscribers</u> | <u>Number of Shares taken by each subscriber</u> |
|---|--|
|---|--|

P G May,
109 Peartree Lane,
Little Common,
Bexhill-on-Sea,
East Sussex.

One

Solicitors' Manager

E G Rouse,
67 Wendover Way,
Welling,
Kent.

One

Solicitors' Manager

Dated this 8th day of September 1983.

Witness to the above Signatures:-

B R Bloom,
16 Oliver Road,
Shenfield,
Essex.

Solicitors' Manager.

THE COMPANIES ACTS 1948 to 1983

COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION

(Adopted by a Special Resolution passed on 31st May, 1984
and altered by Special Resolutions on 22nd September 1987
and 31st December 1988)

- of -

CLARES LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part I of Table A in the First Schedule to the Companies Act, 1948 as amended at the date of adoption of these Articles (hereinafter referred to as "Table A") shall apply to the above-named Company (in these Articles called "the Company").
2. (i) Regulations 24, 73A, 75, 79, 87, 89 to 97 (inclusive) and 106 of Table A shall not apply to the Company but the remaining regulations of Part I of Table A, as altered or modified by the Articles of the Company shall apply to the Company.

(ii) Subject as hereinafter provided these Articles and those regulations in Table A incorporated herein shall take effect subject to the requirements of the Companies Acts 1948 to 1983 (as modified or re-enacted from time to time) and of every other Act for the time being in force concerning joint stock companies and affecting the Company.

SHARE CAPITAL

Table A

- *3. (i) Regulations 4 and 62 of the regulations contained in Part 1 of Table A in the First Schedule to the Companies Act, 1948 shall not apply to the Company and Article 2 of these Articles shall be read and construed accordingly.

*By a Special Resolution passed on 22nd September, 1987, Regulation 3 of the Company's Articles of Association was altered to its present form.

Share Capital

- (ii) The share capital of the Company at the date of the adoption of this Article is £200,000 divided into 22,000 'A' ordinary shares of £1 each and 178,000 ordinary shares of £1 each.
- (iii) Save as provided by contract or these Articles to the contrary, and subject to any direction of the Company by Ordinary Resolution, all unissued shares in the authorised share capital of the Company at the date of the alteration of these Articles shall, for a period of five years from such date, be at the disposal of the Directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons, at such times, and generally on such terms as they think proper.
- (iv) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot, or to grant any right to subscribe for or to convert any security into, all or any of such unissued shares at any time or times during such period of five years.
- (v) At the expiry of such period of five years, the authorities contained in paragraphs (iii) and (iv) shall expire but such authorities shall allow the Company to make an offer or agreement before the expiry of such authorities which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authorities.
- (vi) The powers vested in the Directors to allot equity securities (as defined for the purposes of Section 89 of the Companies Act 1985) shall be exercisable as if Section 89(1) of such Act does not apply to the allotment thereof.
- *(vi)A Subject to the provisions of the Companies Act 1985, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.
- (vii) The rights attaching to the respective classes of shares shall be as follows:-

* By a Special Resolution passed on 31st December, 1988 regulation 3(vi)A was added to the Articles of Association of the Company.

(a) Income:

The profits of the Company in respect of each financial year shall be applied as follows:-

- (1) First in paying to the holders of the 'A' ordinary shares a fixed cumulative preferential net cash dividend (hereinafter in these Articles referred to as 'the Fixed Dividend') of 325 pence per annum on each share payable half yearly on the 30th June and the 31st December.
- (2) Second in paying to the holders of the 'A' ordinary shares as a class in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these Articles referred to as 'the Participating Dividend') of a sum equal to 6% of the Net Profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relevant financial year provided that there shall be deducted from the Participating Dividend a sum equal to the total of any Fixed Dividend paid on the 'A' ordinary shares. The Participating Dividend (if any) shall be paid not later than 6 months after the end of each successive accounting reference period of the Company or not later than 14 days after the Annual General Meeting at which the audited accounts of the Company for the relevant financial year are presented, whichever is earlier.

For the purpose of calculating the Participating Dividend, the expression 'Net Profit' shall mean the net profit of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1):-

- (aa) before any payment or provision is made for any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserve and before charging or crediting extra-ordinary items;
- (bb) before deducting any corporation tax (or any other tax levied upon or measured by

reference to profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;

- (cc) before deducting any sum in excess of £125,000 in the aggregate in respect of emoluments (including amounts referred to in paragraph 22(3) of Schedule 5 of the Companies Act 1985) payable to the Company's and any subsidiary's executive directors and former executive directors where each of such directors is interested in shares amounting to 10% of all issued shares in the Company and their connected persons (as defined by Section 533 Income and Corporation Taxes Act 1970) such sum to be adjusted annually on 31st December each year commencing on 31st December 1988 by a percentage equal to the percentage increase in the Retail Price Index published by the Government to 30th November in the year in question from the 30th November in the previous year.
- (3) Third in paying to the holders of the 'A' ordinary shares a cumulative preferential net cash dividend ('the Additional Dividend') for such year on each share of an amount equal to the Excess Remuneration (as hereinafter defined) divided by the number of ordinary shares in issue on the date this Article was adopted as an Article of Association of the Company.

For the purpose of calculating the Additional Dividend the expression 'Excess Remuneration' shall mean emoluments (including amounts referred to in paragraph 22(3) of Schedule 5 of the Companies Act 1985) in excess of £175,000 in the aggregate (or such other sum as may be agreed in writing from time to time by the holders of the 'A' ordinary shares) payable in respect of the relevant financial year to the Company's and any subsidiary's directors and former directors where each of such Directors are interested in shares amounting to 10% of all issued shares in the capital of the Company and their connected persons (as defined by Section 533 Income and Corporation Taxes Act 1970) after deducting income tax at the basic rate on such excess sum. The Additional Dividend (if any) shall be paid on the due date for payment of the

Participating Dividend. The said sum of £175,000 will be adjusted annually on 31st December each year commencing on 31st December 1988 by a percentage equal to the percentage increase in the Retail Price Index published by the Government to 30th November in the year in question from the 30th November in the previous year.

Any remaining profits which the Company determines to distribute in any financial year shall be applied as follows:-

- (aa) first in paying to the holders of the ordinary shares a dividend for such year on each share of an amount equal to the amount of dividend excluding the amount of any Additional Dividend paid in respect of that financial year on each 'A' ordinary share;
- (bb) second in distributing the balance of the profits amongst the holders of the 'A' ordinary and ordinary shares (pari passu as if the same constituted one class of share).

Every dividend shall be distributed to the appropriate shareholders pro-rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Companies Act 1985 the Fixed Dividend the Participating Dividend and the Additional Dividend shall (notwithstanding regulations 123 to 127 inclusive contained in Table A or any other provision of these Articles and in particular notwithstanding that there has not been a recommendation of the Directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable.

(b) Capital:

On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:-

- (1) first in paying to the holders of the 'A' ordinary shares the sum of £32.50 per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not;
- (2) second in paying to the holders of ordinary shares per share a sum equal to the amount of capital paid on each 'A' ordinary share; and the balance of such assets shall be distributed amongst the holders of the 'A' ordinary shares and ordinary shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the 'A' ordinary shares and ordinary shares held by them respectively.

(c) Conversion:

The holders of the 'A' ordinary shares may at any time convert the whole or part of their 'A' ordinary shares into a like number of ordinary shares and the following provision shall have effect:-

- (1) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75% majority of the 'A' ordinary shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company;
- (2) forthwith thereafter the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of 'A' ordinary shares and the company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;
- (3) the ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the remaining ordinary shares in the capital of the Company;

- (4) on the date of conversion the Company shall pay a dividend to the holders of the 'A' ordinary shares of a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' ordinary shares calculated on a daily basis to the date of conversion and the Participating Dividend shall be calculated pro rata according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion such profits to be calculated by the Company on a basis acceptable to the holders of the 'A' ordinary shares.

(d) Class Rights

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, only with the consent in writing of the holders of a 75% majority of the issued shares of that class. Without prejudice to the generality of this Article, the special rights attached to the 'A' ordinary shares shall be deemed to be varied:-

- (1) by any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company or of any of its subsidiaries, or by any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or
- (2) by the sale of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof; or
- (3) by the subscription for, purchase or other acquisition by the Company of any share, debenture, mortgage or security (or any interest in any of the same) in or from any company or by the disposal of any share in the capital of any subsidiary of the Company; or
- (4) by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges; or
- (5) by the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or

- (6) by the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company; or
- (7) by the calling of a meeting of the Company for the purpose of considering a resolution to approve a contract by the Company to purchase any of its shares; or
- (8) by the entering into of a Service Agreement with any director or the variation of any existing Service Agreement with a director of the Company; or
- (9) by the calling of a meeting of the Company for the purpose of considering a resolution for amending the Memorandum or Articles of Association of the Company.

(e) Further Issue of Shares

- (1) Notwithstanding any other provisions of these Articles the directors shall be bound to offer to any member of the 3i Group (as hereinafter defined) for the time being holding shares in the capital of the Company such a proportion of any shares forming part of the equity share capital of the Company which the directors determine to issue as the aggregate nominal value of shares in the equity share capital of the Company for the time being held by such member of the 3i Group bears to the total issued equity share capital of the Company immediately before the issue of the shares. Any shares issued to a member of the 3i Group pursuant to such offer shall be issued upon no less favourable terms and conditions than those issued to any other person and so that such shares shall at the request of 3i be registered in the name or names of any one or more members of the 3i Group.
- (2) for the purposes of these Articles the expressions "3i" shall mean Investors in Industry plc (a subsidiary of Investors in Industry Group plc) and "a member of the 3i Group" shall mean Investors in Industry Group plc, 3i and any other subsidiary of Investors in Industry Group plc.

(f) Transfer of shares

- (1) Notwithstanding any other provisions of these Articles a transfer of any shares in the

Company held by any member of the 3i Group may be made between the member in the 3i Group holding such shares and any other member in the 3i Group without restriction as to price or otherwise and the directors shall not have power to refuse to register such a transfer.

(g) Limitation on transfer of control

- (i) No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the previous written consent of 75% majorities of the holders of the "A" ordinary shares and the holders of the ordinary shares respectively if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company:-

(aa) by a person or persons (other than a company to which paragraph (b) below applies) who was or were not a member or members of the Company on the date this Article was adopted as an Article of Association of the Company unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the "A" ordinary shares at the Specified Price (as hereinafter defined); or

(bb) by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the April 1985 Edition of the City Code on Takeovers and Mergers) with any member of the Company have or as a result of such sale or transfer will have a Controlling Interest.

(2) For the purpose of this Article:-

(aa) the expression "a Controlling Interest" shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Companies Act 1985) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;

- (bb) the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renounee under any such letter of allotment; and
 - (cc) the expression "the Specified Price" shall mean the higher of:-
 - (i) a price per share of £32.50 plus a sum equal to any arrears, deficiency or accruals of the dividends on such share calculated down to the date of sale or transfer; and
 - (ii) a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares provided that if any part of the price per share is payable otherwise than by cash the holders of the "A" Ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;
- and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding.
- (iii) All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article.

(h) Voting

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

(i) Directors' Borrowing Powers

Subject as hereinafter provided the directors may exercise all the powers of the Company (whether express or implied):-

- (1) of borrowing or securing the payment of money;
- (2) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
- (3) of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Companies Act 1985) of issuing debentures

but so that:-

- (1) the directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations and by virtue of any like operations by any subsidiary of the Company (including any liability whether ascertained or contingent under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not without the previous sanction of the "A" Ordinary shareholders exceed a sum which is equal to twice the aggregate of the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and the amounts for the time being standing to the credit of the capital and revenue reserves and the share premium account of the Company and all its subsidiaries (excluding any amounts arising from the writing up of the book values of any capital assets any amounts attributable to goodwill

and minority interests and any amounts set aside for future taxation) all as shown by the then latest audited consolidated balance sheet of the Company;

- (2) no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;
- (3) no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;
- (4) except with the previous sanction of the holders of the "A" Ordinary shares no mortgage or charge shall be created on any part of the undertaking property or assets of the Company or any subsidiary of the Company except for the purpose of securing moneys borrowed from any member of the 3i Group with interest thereon and from bankers with interest thereon and bank charges.

(j) Special Director

Notwithstanding any limitation on the number of directors imposed by these Articles 3i shall be entitled to appoint as a director of the Company any person (hereinafter referred to as "a Special Director") approved by the directors of the Company (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. A Special Director shall not be required to hold any share qualification nor shall he be subject to retirement by rotation. The remuneration and reasonable expenses to be paid to a Special Director shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 3i. Upon receipt of a written

request by 3i the Company shall also procure that a Special Director be appointed a director to any subsidiary of the Company."

*4. TRANSFER OF SHARES

- (i) No Ordinary Share in the capital of the Company shall be transferred except pursuant to the following provisions of this Article.
- (ii) If any of the following events occurs prior to the 31st May, 1989 in relation to the holder of any Ordinary Shares in the capital of the Company:-
 - (a) the death of such a holder (in the case of an individual) or in the case of a company, the commencement of any winding up proceedings; or

*By a Special Resolution passed on 22nd September, 1987, Regulation 4 of the Company's Articles of Association was altered to its present form.

- (b) in the case of an individual, termination of his or her employment with the Company on any ground or for any reason whatsoever (including wrongful and/or unfair dismissal and/or constructive dismissal)

then such holder (in these Articles referred to as the "Transferor") shall give (and if he or she fails to give shall be deemed to have given) notice forthwith upon the occurrence of the said event to the Directors of the Company (in these Articles referred to as the "Directors") a written notice (in these Articles referred to as a "Transfer Notice") at the Registered Office of the Company.

- (iii) A Transfer Notice shall be deemed to be in respect of all of the Ordinary Shares vested in the Transferor and shall be irrevocable.
- (iv) On the issue of a Transfer Notice the Directors shall be constituted as the agents of the Transferor for all purposes in connection with the sale of the Ordinary Shares to which it relates and shall forthwith consult with the other holders of Ordinary Shares as to the disposal of the Transferor's Ordinary Shares and establish the price for those Ordinary Shares (referred to in paragraph (viii) of this Article as the "Specified Price").
- (v) The Directors shall within seven days of the establishment of the Specified Price give notice to all the holders of Ordinary Shares in the capital of the Company (other than the Transferor) of the number, description and Specified Price of such Ordinary Shares inviting each of such holders to state by notice in writing to the Directors within 14 days whether they are willing to purchase any, and if so what, maximum number of Ordinary Shares. Any notice so given to the Directors shall be irrevocable and shall commit the holder to purchase not more than that number of the said Ordinary Shares subject to the terms and conditions of this Article.
- (vi) On the expiration of the said period of 14 days the Directors shall nominate to which of the holders of Ordinary Shares the Transferor's Ordinary Shares shall be transferred. Such nomination shall unless otherwise agreed between all the remaining holders of Ordinary Shares be made so far as practicable pro rata according to the number of Ordinary Shares held by each member notifying the Directors of his willingness to purchase further Ordinary Shares but in the case of each holder shall not exceed the

maximum number of the said Ordinary Shares which such holder shall have expressed his willingness to purchase. Any Ordinary Shares not taken up by a member entitled to purchase them shall thereafter first be offered to the remaining holders of Ordinary Shares in proportion to their holdings (which for this purpose shall include any Ordinary Shares in respect of which they shall or shall have given notice pursuant to paragraph (v) of this Article) as may otherwise be agreed between such holders and the Directors.

(vii) If, at the expiration of the period of 14 days referred to in paragraph (vi) of this Article, any of the said Ordinary Shares shall not have been transferred to persons nominated by the Directors in accordance with the provisions of the said paragraph, the Transferor may at any time within a period of 28 days after the expiration of the said period of 14 days referred to in paragraph (vi) above propose to the Directors another nominee (whether or not a holder of Ordinary Shares in the capital of the Company) to whom such Ordinary Shares shall be transferred at any price not being less than the Specified Price PROVIDED THAT the Directors may require to be satisfied that such Ordinary Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer and if not so satisfied may refuse to register the instrument of transfer.

(viii) The Specified Price shall be a price agreed between the Transferor and the Directors or if the Specified Price is not agreed between the Transferor and the Directors within 21 days after the occurrence of any of the events specified in paragraph (ii) (a), (b) or (c) of this Article, or within such longer period in the event of the death of a shareholder as may be agreed between the Directors and the personal representatives of the former shareholder, the price which an independent accountant to be appointed by agreement between the Transferor or where appropriate, his personal representatives, and the Directors or in default of such agreement to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales (or the person duly nominated by him for that purpose) shall specify in writing to be in his opinion the fair selling value thereof as between a willing seller and a willing buyer as at the date of the occurrence of such event on the basis that the Company is a going concern. Where the Transfer Notice has been given or shall have been deemed to have been given before 31st May, 1929 in consequence

either of the Transferor's resignation from his employment with the Company or of the Transferor's dismissal for gross misconduct, the Specified Price shall be calculated making such allowance for the number of shares to be transferred in proportion to the number of all the issued Ordinary Shares, as the Transferor and the Directors agree or the said accountant specifies. In all other cases, the Specified Price shall be calculated without taking into account the proportion which the number of shares to be transferred bears to the number of all the issued Ordinary Shares. In so certifying, such accountant shall act as an expert and not as an arbitrator and the amounts so fixed by him as the fair selling value shall be conclusive between the parties for all purposes save in the case of manifest error. The cost of such accountant's certificate shall be borne by the Company. The Directors and the Transferor shall provide to such accountant such information as they may have in their possession or under their control which he may require for the purposes of his determination. In no circumstances shall the Specified Price exceed the market value of the Ordinary Shares proposed to be transferred.

- (ix) Upon such nomination as is provided for in paragraph (vi) of this Article being made, the holders so nominated shall be bound to pay the purchase price for and to accept the transfer of the Ordinary Shares in respect of which they have been nominated as transferee by the Directors. The Transferor or, where appropriate, his personal representatives shall be bound on the payment of the Specified Price to execute a transfer of such Ordinary Shares to the proposing transferee(s) and if he or they shall make default in so doing the Company shall receive and make good discharge for the purchase money on behalf of the Transferor or, where appropriate, his personal representatives and shall authorise some person (who shall be deemed to be the attorney of the Transferor for that purpose) to execute in favour of the proposing transferee a transfer or transfers of the Ordinary Shares allocated to him and shall enter his or her name in the Register as the holder or holders of those Ordinary Shares.
- (x) If prior to 31st May 1989 a member or other person entitled to transfer an Ordinary Share at any time attempts to deal with or dispose of any Ordinary Share or any interest therein otherwise than in accordance with the foregoing provisions of this Article he shall be deemed immediately prior to such attempt to have served on the Company a Transfer

Notice in respect of such share(s) and the Specified Price shall be ascertained as aforesaid. The provisions of this Article shall thereupon apply to the said Ordinary Share(s) and the Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall have received notice of such attempt and the Directors shall be obliged to give notice pursuant to paragraph (v) of this Article forthwith after the Specified Price shall have been ascertained.

- (xi) The restrictions on transfer contained in this Article shall apply to all transfers or transmissions of Ordinary Shares operating by law or otherwise. If, while the procedure described in paragraphs (v), (vi) and (vii) of this Article is still being proceeded with in respect of any Ordinary Shares, any of the events referred to in paragraph (ii)(a), (b) or (c) (inclusive) of this Article occurs in respect of any other holder of Ordinary Shares, then any such holder or his personal representatives (as appropriate) shall nevertheless continue to be eligible for nomination by the Directors in accordance with the provisions of paragraph (vii) of this Article PROVIDED THAT on the expiry of the period of 14 days provided for in sub-paragraph (v) above such proposed holder (or his personal representatives as the case may be) shall be deemed forthwith to give a Transfer Notice in respect of all his Ordinary Shares in the capital of the Company including any shares in the process of transfer to him.
- (xii) After 31st May, 1989, the Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any Ordinary Share, whether or not it is a fully paid share.
- (xiii) The instrument of transfer of any share need not be executed by or on behalf of the transferee.

5. GENERAL MEETINGS

- (i) Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of the Act as to giving information to Members in regard to their right to appoint proxies and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

- (ii) Subject to the provisions of the Companies Acts from time to time in force a resolution in writing signed or approved by letter, telex or cable by all the Members of the Company who would be entitled to receive notice of and to attend and vote at a General Meeting or at a meeting of any class of members of the Company at which such resolution was to be proposed, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a General Meeting or at such class meeting of the Company (as the case may be) duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members or their attorneys, (or, in the case of a member which is a body corporate) by a Director thereof or by a duly appointed representative.

6. VOTES OF MEMBERS

Regulation 62 of Part 1 of Table A shall be deemed to be modified by inserting after the words "present in person" the words "or by proxy".

7. VOTING

Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with the Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

8. DIRECTORS

The Directors shall not, unless otherwise determined by an Ordinary Resolution of the Company, be less than two in number.

9. A Director or an alternate Director acting in his place (other than a Director or such alternate Director for the time being absent from the United Kingdom) shall be entitled to receive notice of and attend all General Meetings of the Company and Regulation 134 of Part 1 of Table A shall be deemed to be modified accordingly.

10. 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 counted in the

quorum when any such contract or arrangement is under consideration; and Regulation 84 of Part 1 of Table A shall be deemed to be modified accordingly.

11. The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund scheme or arrangement or life assurance scheme or arrangement for the benefit of, and pay provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to, any past or present Director, officer or employee of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary company or the wives, widows, families or dependants of any such past or present Director, officer or employee.
12. A resolution in writing signed or approved by letter, telex or cable by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed or approved by one or more of the Directors. For the purposes of this Article the signature or approval of an alternate Director shall suffice in lieu of the signature or approval of the Director appointing him.
13. The Directors shall have power at any time and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles.
14. The Company may by Ordinary Resolution, of which special notice has been given in accordance with section 142 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
15. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Article. Without prejudice to the powers of the Directors under Regulation 95 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

16. ALTERNATE DIRECTORS

Each Director shall have the power to nominate any other Director, or with the approval of a majority of the other Directors, any other person to act as alternate Director, in his place, at any meeting of the Directors at which he is unable to be present, and at his discretion to remove such alternate Director and on such appointment being made the alternate Director, shall (except as regards the power to appoint an alternate) be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company and each alternate Director, whilst acting in the place of an absent Director, shall exercise and discharge all the duties of the Director he represents, but shall look to such Director solely for his remuneration as alternate Director. Any Director of the Company who is appointed an alternate Director shall be entitled to vote at a meeting of the Directors on behalf of the Director so appointing him as distinct from the vote to which he is entitled in his own capacity as a Director of the Company, and shall also be considered as two Directors for the purpose of making a quorum of Directors when such quorum shall exceed two. Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director or removes him by written notice to the Company. A Director retiring at a General Meeting of the Company who is re-elected a Director at the same meeting shall not for the purposes of this Article be deemed to have vacated his office as a Director.

17. DIRECTORS' BORROWING POWERS

- (i) The Directors may exercise all the powers of the Company (whether express or implied):-
 - (a) of borrowing or securing the payment of money;
 - (b) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and
 - (c) of mortgaging or charging the property assets and uncalled capital of the Company and issuing debentures.
- (ii) No lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the

security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;

18. NOTICES

Any summons, notice, order or other document required to be sent to or served upon the Company or upon any officer of the Company, may be sent or served by leaving the same or sending it through the post in a prepaid letter, envelope, or wrapper, addressed to the Company or such officer at the Registered Office of the Company.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

P G May,
109 Peartree Lane,
Little Common,
Bexhill-on-Sea,
East Sussex.

Solicitors' Manager.

E G Rouse,
67 Wendover Way,
Welling,
Kent.

Solicitors' Manager.

Dated this 8th day of September 1983.

Witness to the above Signatures:-

B R Bloom,
16 Oliver Road,
Shenfield,
Essex.

Solicitors' Manager

G

COMPANIES FORM No. 128(3)

Statement of particulars of variation of rights attached to shares

128(3)

Please do not write in this margin

Pursuant to section 128(3) of the Companies Act 1985

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

For official use Company number

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| |
|---------|
| 1757853 |
|---------|

*Insert full name of company

Name of company

| |
|----------------|
| CLARES LIMITED |
|----------------|

Insert date

Ont. 31st January 1989 the rights attached to

| Number of shares | Class(es) of share |
|------------------|--------------------|
| 11,750 | ORDINARY SHARES |
| | |
| | |

were varied as set out below (otherwise than by amendment of the company's memorandum or articles or by any resolution or agreement to which section 380 of the above Act applies)

| |
|--|
| 11,750 ORDINARY SHARES WERE CONVERTED INTO 'A' ORDINARY SHARES |
|--|

Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed

K. H. H. H.

Designation

Chairman

Date

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

For official use

General Section

Post room

COMPANIES HOUSE
8 FEB 1989
67



The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London WC1X 8HR

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Companies G128(3)

No. 1757853

THE COMPANIES ACT 1985
Company Limited by Shares
Special Resolutions
of

CLARES LIMITED

On 31st January 1989 the following resolutions were duly passed as Special Resolutions:-

SPECIAL RESOLUTIONS

1. THAT the transfer of 11,750 Ordinary shares of £1 each in the capital of the Company ("the Sale Shares") from Mr L Baldwin to 3i plc of 91 Waterloo Road, London SE1 8XP be and it is hereby approved.
2. THAT upon the transfer of the Sale Shares referred to in Resolution 1 hereof the Sale Shares be re-classified as "A" Ordinary shares of £1 each.
3. that the Articles of Association of the Company be amended as follows:-
 - 3.1 Article 3(vii) (a)(1) shall be deleted and there shall be substituted therefor:-

"(1) First in paying to the holders of the "A" Ordinary Shares a fixed cumulative preferential net cash dividend (hereinafter in these Articles referred to as "the Fixed Dividend") of 325 pence per share per annum until 1st January 1992 when the

Fixed Dividend shall increase to 35i pence per share per annum such Fixed Dividend to be payable half-yearly on the 30th June and 31st December".

3.2 In Article 3(vii) (a)(2) the amount of the Participating Dividend referred to shall be a sum equal to 7.5% of the Net Profit as therein defined and not 6.0%.

3.3 In Article 3(vii) (b)(1) the amount firstly to be applied in paying to the holders of the "A" Ordinary Shares shall be the sum of £35.11 per share and not £32.50 per share.

3.4 In Article 3(vii)(d) the following additional sub-clause (10) shall be added:-

"(10) by any change in the company's accounting reference date".

..........

CHAIRMAN

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
SPECIAL RESOLUTIONS
of
CLARES LIMITED

AT an Extraordinary General Meeting of the Company duly convened and held on the 31st December, 1988 the following resolutions were duly passed as Special Resolutions:

RESOLUTIONS

1. THAT the Articles of Association of the Company be altered by adding after clause 3 sub-clause (vi) thereof a new sub-clause (vi)A which reads:-

"3(vi)A Subject to the provisions of the Companies Act 1985, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares."

2. THAT the terms of the proposed contract whereby the Company may become entitled and obliged to purchase its own shares and of which a copy is produced to the meeting and initialled for the purpose of identification by the Company's Secretary, be and are hereby approved, and any director of the Company be and is hereby authorised to enter into the contract on behalf of the Company and to fulfil all obligations of the Company thereunder.

Bamie Potan 31/12/88
.....
Chairman

Certified a true copy of the resolutions passed.

A. Bush

Secretary

G

COMPANIES FORM No. 169

Return by a company purchasing its own shares

169

Pursuant to section 169 of the Companies Act 1985

Please do not
write in
this margin

£2056.50

To the Registrar of Companies

For official use Company number

Please do not write
in the space below.
For Inland Revenue
use onlyPlease complete
legibly, preferably
in black type, or
bold block lettering

[] [] [] []

1757853

Name of company

* insert full name
of company

* CLARES LIMITED

NoteThis return must be
delivered to the
Registrar within a
period of 28 days
beginning with the
first date on which
shares to which it
relates were
delivered to the
company

Shares were purchased by the company under section 162 of the above Act as follows:

| | | | |
|---|----------|--|--|
| Class of shares | Ordinary | | |
| Number of shares purchased | 11,750 | | |
| Nominal value of each share | £1.00 | | |
| Date(s) on which the shares were delivered to the company | 31/12/85 | | |
| Maximum prices paid £ for each share | | | |
| Minimum prices paid £ for each share | | | |

‡ A private company
is not required to
give this
informationThe aggregate amount paid by the company for the shares
to which this return relates was

£411250

Stamp duty payable pursuant to section 66 of the Finance Act
1986 on the aggregate amount at 50p per £100 or part of £100 £2056.50† Insert Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver (Scotland)
as appropriate

Signed

Designation: DIRECTOR

Date 31st December 1985

Presentor's name address and
reference (if any):VEALE WASBROUGH
14 Orchard Street
Bristol
BS1 5ER
Ref: 2C134/10/NCIE/DJBFor official Use
General Section

Post room

COMPANIES HOUSE

15 JAN 1986

961598

Oyez

The Solicitors' Law Stationery Society plc, 24 Gray's Inn Road, London: WC1X 8HR

1987 Edition 4.87 F7000

Companies G169

50:8022

£2056.50

G

COMPANIES FORM No. 155(6)b

**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares**

155(6)b

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[] [] [] []

1757853

Name of company

* CLARES LIMITED

Note
Please read the notes
on page 3 before
completing this form.

* insert full name
of company

I/We ROBERT STEPHEN LEFLER, of 2012 Hawthorn, Fort Worth
Texas, 76104, USA

o insert name(s) and
address(es) of all
the directors

PHILIP CHARLES WILLIAMSON, of 319 Lipscomb Street,
Fort Worth, Texas 76104, USA

RONALD WILLIAM FORREST, of Kerswell Grange, Old
Dawlish Road, Kennford, Nr Exeter, Devon

† delete as
appropriate

~~some of~~
~~the directors~~ of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- (a) ~~the carrying on of a business~~
(b) ~~the carrying on of a business~~
(c) something other than the above§

This company is [the] ~~the~~ holding company of* AVALON TEXTILES COMPANY LIMITED

which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company][]

~~the holding company of this company~~

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

Baker & McKenzie
Aldwych House
Aldwych
London
WC2B 4JP

For official Use
General Section

Post room

COMPANIES HOUSE
24 DEC 1989
M 81

The assistance is for the purpose of ~~(that acquisition)~~ [reducing or discharging a liability incurred for the purpose of that acquisition].† (note 1)

Please do not
write in
this margin

The number and class of the shares acquired or to be acquired is: 54,500 Ordinary Shares
of £1 each and 33,750 'A' Ordinary Shares of £1 each

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

The assistance is to be given to: (note 2) WILLIAMSON-DICKIE MANUFACTURING COMPANY
(UK) LIMITED, TEXAS HOUSE, ALPHIN HOUSE, MARSH BARTON, EXETER.

The assistance will take the form of:

SEE EXHIBIT 'A'

The person who [has acquired] ~~(will acquire)~~† the shares is:

WILLIAMSON-DICKIE MANUFACTURING COMPANY (UK) LIMITED

† delete as
appropriate

The principal terms on which the assistance will be given are:

SEE EXHIBIT 'B'

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced
by giving it is Nil

The amount of cash to be transferred to the person assisted is £ Nil

G

COMPANIES FORM No.155(6)a

**Declaration in relation to
assistance for the acquisition
of shares.****155(6)a**Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf- Note 5)

For official use

Company number

| | | |
|--|--|--|
| | | |
|--|--|--|

1757853

Note
Please read the notes
on page 3 before
completing this form.* Insert full name
of companyo Insert name(s) and
address(es) of all
the directors

Name of company

* CLARES LIMITED

I/We o ROBERT STEPHEN LEFLER of 2012 Hawthorn, Fort Worth
Texas, 76104, USAPHILIP CHARLES WILLIAMSON of 319 Lipscomb Street,
Fort Worth, Texas 76104, USARONALD WILLIAM FORREST of Kerswell Grange, Old
Dawlish Road, Kennford, Nr Exeter, Devon† delete as
appropriate§ delete whichever
is inappropriateSOME OF
[the directors] of the above company do solemnly and sincerely declare that:

The business of the company is:

- ~~(a) that the company is engaged in the business of~~
~~(b) that the company is engaged in the business of~~
~~(c) something other than the above~~

The company is proposing to give financial assistance in connection with the acquisition of shares in
the [company] ~~[company]~~

Limited]†

The assistance is for the purpose of ~~[reducing or discharging a liability incurred for the
purpose of that acquisition].†~~The number and class of the shares acquired or to be acquired is: 54,000 Ordinary Shares
of £1 each and 33,750 'A' Ordinary Shares of £1 eachPresenter's name address and
reference (if any):Baker & McKenzie
Aldwych House
Aldwych
London
WC2B 4JPFor official Use
General Section

Post room

COMPANIES HOUSE
24 DEC 1989

The assistance is to be given to: (note 2)

**WILLIAMS DICKIE MANUFACTURING COMPANY (UK) LIMITED, TEXAS
HOUSE, ALPHIN BROOK ROAD, MARSH BARTON, WEXETER.**

Please do not
write in
this margin

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

The assistance will take the form of:

SEE ATTACHED EXHIBIT 'A'

The person who [has acquired] ~~will acquire~~ the shares is:

WILLIAMSON-DICKIE MANUFACTURING COMPANY (UK) LIMITED

† delete as
appropriate

The principal terms on which the assistance will be given are:

SEE ATTACHED EXHIBIT 'B'

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is 13th December 1988

please do not
write in
the margin

please complete
legibly, preferably
in black type, or
bold block lettering

delete either (a) or
(b) as appropriate

We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date] * (note 2)

~~(b) We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date] * (note 2)~~

And we 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 South North, Texas,

the 13th day of December
one thousand nine hundred and eighty-nine

before me June Grubb
a Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

Declarants to sign below

Roland Stephen Lytle
Philip Charles Williamson
Ronald William Foster



NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Malind
Cardiff
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies Registration Office
102 George Street
Edinburgh
EH2 3DJ

EXHIBIT A

Form of Financial Assistance

The Company will enter into:

- (i) a multilateral unlimited Guarantee (the "Guarantee") in favour of Midland Bank plc (the "Bank");
- (ii) a Fixed and Floating Charge (the "Debenture") in favour of the Bank;
- (iii) a Legal Charge (the "Legal Charge") in favour of the Bank over land and buildings at Second Avenue, Westfield Trading Estate, Midsomer Norton, Bath, Avon;
- (iv) an interest off-setting arrangement (the "interest off-setting arrangement") with the Bank.

EXHIBIT B

Principal Terms of Financial Assistance

1. Under the Guarantee the Company will guarantee all the present and future obligations and liabilities of Williamson-Dickie Manufacturing Company (UK) Limited, Dickies-Wearwell Limited and Avalon Textiles Company Limited (together with the Company the "Group") to the Bank.
2. Under the Debenture the Company will create a fixed charge on the Company's debts and a floating charge on all of its other property, assets and undertaking to secure the payment of all present and future indebtedness and liabilities of the Company (and, by virtue of the Guarantee, the other members of the Group) to the Bank.
3. Under the Legal Charge the Company will create a fixed charge over its land and buildings at Second Avenue, Westfield Trading Estate, Midsomer Norton, Bath, Avon to secure payment as above of the indebtedness and liabilities of the Company (and, as above, the other members of the Group) to the Bank.
4. Under the interest off-setting arrangement all credit and debit balances of the members of the Group with the Bank will be netted off for the purpose of calculating the net amount of interest due to or from the Bank by members of the Group.

Ernst & Young

December 13, 1989

Chartered Accountants
One Broadwell Street
Bristol BS1 2AA
Telephone 0272 290808
Telex 449377
Fax 0272 260162

The Directors
Clares Limited
Second Avenue
Westfield Trading Estate
Midsomer Norton
Bath
Avon

Gentlemen

REPORT OF THE AUDITORS OF CLARES LIMITED UNDER SECTION 156(4) OF THE COMPANIES ACT 1985

In relation to the proposed financial assistance to be given by Clares Limited ("the company") in the purchase by Williamson-Dickie Manufacturing Company (UK) Limited of the entire issued share capital of the company, we have inquired into the company's state of affairs as at November 30, 1989 and are not aware of anything which indicates that the opinion expressed by the directors in the attached declaration dated December 13, 1989, as to the company's ability to pay its debts, is unreasonable in all the circumstances.

Yours faithfully

Ernst & Young.



COMPANIES FORM No.155(6)a

Declaration in relation to assistance for the acquisition of shares.

155(6)a

Please do not write in this margin

Pursuant to section 155(6) of the Companies Act 1965

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

To the Registrar of Companies
(Address overleaf- Note 5)

For official use

Company number

[] [] [] [] [] []

1757853

Name of company

* CLARES LIMITED

Note
Please read the notes on page 3 before completing this form.

* insert full name of company

I/We LAWSON WILLIAM TOLLEY of The Old Coach House, Henley Lane, Wookey, Nr Wells, Somerset

* insert name(s) and address(es) of all the directors

BARRIE ALAN TIDBALL of Grayshells, Meare, Glastonbury, Somerset

† delete as appropriate

~~some of~~ some of the directors† of the above company do solemnly and sincerely declare that:

The business of the company is:

‡ delete whichever is inappropriate

(a) ~~that the company is engaged in the business of~~ the business of the company is:
(b) ~~that the company is engaged in the business of~~ the business of the company is:
(c) something other than the above‡

8

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~company~~ Limited†

8

The assistance is for the purpose of ~~that acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition].†

8

The number and class of the shares acquired or to be acquired is: 54,000 Ordinary Shares of £1 each and 33,750 'A' Ordinary Shares of £1 each

Presentor's name address and reference (if any):

Baker & McKenzie
Aldwych House
Aldwych
London
WC2B 4JP

For official Use
General Section

Post room

COMPANIES HOUSE
24 DEC 1989
M 61

The assistance is to be given to: (note 2)

WILLIAMSON-DICKIE MANUFACTURING COMPANY (UK) LIMITED, TEXAS

HOUSE, ALPHIN BROOK ROAD, MARSH BARTON, EXETER.

Please do not
write in
this margin

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

The assistance will take the form of:

SEE ATTACHED EXHIBIT 'A'

The person who [has acquired] ~~WILLIAMSON-DICKIE~~ the shares is:

WILLIAMSON-DICKIE MANUFACTURING COMPANY (UK) LIMITED

† delete as
appropriate

The principal terms on which the assistance will be given are:

SEE ATTACHED EXHIBIT 'B'

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

13th Dec 1980

✓ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found

to be unable to pay its debts.(note 3)

(a) ~~Now~~ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

[illegible]

And We 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 Second Avenue, Westfield
Trinity State, Dorothea Norton
Arson

Declarants to sign below

the 13th day of December
one thousand nine hundred and eighty seven

before me ✓ (12)

~~An Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.~~

I. W. F. Terrey

L. Tolley
Gavin Lane

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

**The Registrar of Companies
Companies House
Crown Way
Maidenhead
Cardiff
CF4 3UZ**

or, for companies registered in Scotland:-

The Registrar of Companies
Companies Registration Office
102 George Street
Edinburgh
EH2 3DJ

EXHIBIT A

Form of Financial Assistance

The Company will enter into:

- (i) a multilateral unlimited Guarantee (the "Guarantee") in favour of Midland Bank plc (the "Bank");
- (ii) a Fixed and Floating Charge (the "Debenture") in favour of the Bank;
- (iii) a Legal Charge (the "Legal Charge") in favour of the Bank over land and buildings at Second Avenue, Westfield Trading Estate, Midsomer Norton, Bath, Avon;
- (iv) an interest off-setting arrangement (the "interest off-setting arrangement") with the Bank.

This is the exhibit
marked "A" referred to in
the declaration of Lawson
William Tolley and Gavin
Alan Tiddell dated
before and this 13th December 1989

William Tolley
Gavin Alan Tiddell

EXHIBIT B

Principal Terms of Financial Assistance

1. Under the Guarantee the Company will guarantee all the present and future obligations and liabilities of Williamson-Dickie Manufacturing Company (UK) Limited, Dickies-Wearwell Limited and Avalon Textiles Company Limited (together with the Company the "Group") to the Bank.
2. Under the Debenture the Company will create a fixed charge on the Company's debts and a floating charge on all of its other property, assets and undertaking to secure the payment of all present and future indebtedness and liabilities of the Company (and, by virtue of the Guarantee, the other members of the Group) to the Bank.
3. Under the Legal Charge the Company will create a fixed charge over its land and buildings at Second Avenue, Westfield Trading Estate, Midsomer Norton, Bath, Avon to secure payment as above of the indebtedness and liabilities of the Company (and, as above, the other members of the Group) to the Bank.
4. Under the interest off-setting arrangement all credit and debit balances of the members of the Group with the Bank will be netted off for the purpose of calculating the net amount of interest due to or from the Bank by members of the Group.

This is the exhibit marked
"B" referred to in the
declaration of London William
Tolley and Barrie Alan
Tiddball declared before me
this 13th December 1981

[Signature]

Ernst & Young

December 13, 1989

Chartered Accountants
One Bridewell Street
Bristol BS1 2AA
Telephone 0272 290808
Telex 449377
Fax 0272 260162

The Directors
Clares Limited
Second Avenue
Westfield Trading Estate
Midsomer Norton
Bath
Avon

Gentlemen

REPORT OF THE AUDITORS OF CLARES LIMITED UNDER SECTION 156(4) OF THE COMPANIES ACT 1985

In relation to the proposed financial assistance to be given by Clares Limited ("the company") in the purchase by Williamson-Dickie Manufacturing Company (UK) Limited of the entire issued share capital of the company, we have inquired into the company's state of affairs as at November 30, 1989 and are not aware of anything which indicates that the opinion expressed by the directors in the attached declaration dated December 13, 1989, as to the company's ability to pay its debts, is unreasonable in all the circumstances.

Yours faithfully

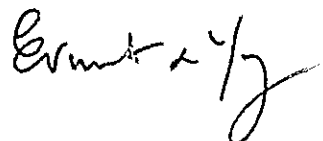


EXHIBIT A

Form of Financial Assistance

Avalon Textiles Company Limited ("Avalon") will enter into:

- (i) a multilateral unlimited Guarantee (the "Guarantee") in favour of Midland Bank plc (the "Bank");
- (ii) a Fixed and Floating Charge (the "Debenture") in favour of the Bank;
- (iii) an interest off-setting arrangement (the "interest off-setting arrangement") with the Bank.

EXHIBIT B

Principal Terms of Financial Assistance

1. Under the Guarantee Avalon will guarantee all the present and future obligations and liabilities of Williamson-Dickie Manufacturing Company (UK) Limited, Dickies-Wearwell Limited and Clares Limited (together with Avalon the "Group") to the Bank.
2. Under the Debenture Avalon will create a fixed charge on Avalon's debts and a floating charge on all of its other property, assets and undertaking to secure the payment of all present and future indebtedness and liabilities of Avalon (and, by virtue of the Guarantee, the other members of the Group) to the Bank.
3. Under the interest off-setting arrangement all credit and debit balances of the members of the Group with the Bank will be netted off for the purpose of calculating the net amount of interest due to or from the Bank by members of the Group.

Ernst & Young

December 13, 1989

Chartered Accountants
One Bridewell Street
Bristol BS1 2AA
Telephone 0272 290808
Telex 449377
Fax 0272 260162

The Directors
Clares Limited
Second Avenue
Westfield Trading Estate
Midsomer Norton
Bath
Avon

Gentlemen

REPORT OF THE AUDITORS OF CLARES LIMITED UNDER SECTION 156(4) OF THE COMPANIES ACT 1985

In relation to the proposed financial assistance to be given by Avalon Textiles Company Limited ("the company") in the purchase by Williamson-Dickie Manufacturing Company (UK) Limited of the entire issued share capital of Clares Limited, we have inquired into the company's state of affairs as at November 30, 1989 and are not aware of anything which indicates that the opinion expressed by the directors in the attached declaration dated December 13, 1989, as to the company's ability to pay its debts, is unreasonable in all the circumstances.

Yours faithfully

Ernst & Young.

Please do not
write in
this margin.

The date on which the assistance is to be given is 18th Decemr 1985

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

XWe have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts.(note 3)

(a)XWe have formed the opinion that the company will be able to pay it's debts as they fall due during the year immediately following that date]*(note 3)

* delete either (a) or
(b) as appropriate

~~(b)XWe have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)~~
~~have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]*(note 3)~~

And Xwe 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 St. North, Texas

Declarants to sign below

the 13th day of December

one thousand nine hundred and eighty nine

before me Jane Grubb

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.



JUNE GRUBB
Notary Public
STATE OF TEXAS
My Comm. Exp. 9/30/92

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

Robert Stephen Lyle
Philip Charles Williams
Ronald William Horner

G

COMPANIES FORM No. 155(6)b

**Declaration by the directors
of a holding company in
relation to assistance for the
acquisition of shares**

155(6)b

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

[] [] [] []

1757853

Name of company

* CLARES LIMITED

Note
Please read the notes
on page 3 before
completing this form.

* insert full name
of company

We of LAWSON WILLIAM TOLLEY of The Old Coach House, Henley
Lane, Wookey, Nr Wells, Somerset

o insert name(s) and
address(es) of all
the directors

BARRIE ALAN TIDBALL of Grayshells, Meare, Glastonbury,
Somerset

† delete as
appropriate

~~some of~~
[the ~~names~~ ~~of~~ ~~the~~ ~~directors~~]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

~~(a) to carry on the business of a holding company~~
~~(b) to carry on the business of a subsidiary company~~
~~(c) something other than the above~~

This company is [the] ~~the~~ holding company of* AVALON TEXTILES COMPANY LIMITED

which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] []

Presenter's name address and
reference (if any):
Baker & McKenzie
Aldwych House
Aldwych
London
WC2B 4JP

For official Use
General Section

Post room
COMPANIES HOUSE
24 DEC 1989
M 61

The assistance is for the purpose of ~~(the acquisition)~~ (reducing or discharging a liability incurred for the purpose of that acquisition) † (note 1)

Please do not write in this margin

Number and class of the shares acquired or to be acquired is: 54,000 Ordinary Shares
of £1 each and 33,750 'A' Ordinary Shares of £1 each

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

The assistance is to be given to: (note 2) WILLIAMSON-DICKIE MANUFACTURING COMPANY
(UK) LIMITED, TEXAS HOUSE, ALPHIN HOUSE, MARSH BARTON, EXETER.

The assistance will take the form of:

SEE EXHIBIT 'A'

The person who [has acquired] ~~(the person who)~~ the shares is:

WILLIAMSON-DICKIE MANUFACTURING COMPANY (UK) LIMITED

† delete as appropriate

The principal terms on which the assistance will be given are:

SEE EXHIBIT 'B'

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

19 30

✓ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

all [We have formed the opinion that the company will be able to pay it's debts as they fall due during the year immediately following that date] *(note 3)

[illegible]

And I/we 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 Second Avenue, Westfield
Trading Estate, Dummer Newton,
Avon

Declarants to sign below

the 13th day of December
one thousand nine hundred and eighty nine

before me [Signature]

~~A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.~~

1. W. F. TETLEY

L. Tolley
Elaine Fagan

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

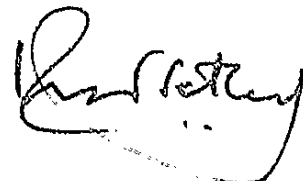
EXHIBIT A

Form of Financial Assistance

Avalon Textiles Company Limited ("Avalon") will enter into:

- (i) a multilateral unlimited Guarantee (the "Guarantee") in favour of Midland Bank plc (the "Bank");
- (ii) a Fixed and Floating Charge (the "Debenture") in favour of the Bank;
- (iii) an interest off-setting arrangement (the "interest off-setting arrangement") with the Bank.

This is the exhibit marked
"A" referred to in the
declaration of Lawson William
Tolley and Garrie Alan Tisdall
declared before me this
13th day of December 1989



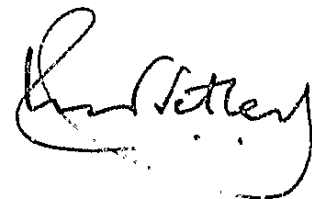
Solicitor

EXHIBIT B

Principal Terms of Financial Assistance

1. Under the Guarantee Avalon will guarantee all the present and future obligations and liabilities of Williamson-Dickie Manufacturing Company (UK) Limited, Dickies-Wearwell Limited and Clares Limited (together with Avalon the "Group") to the Bank.
2. Under the Debenture Avalon will create a fixed charge on Avalon's debts and a floating charge on all of its other property, assets and undertaking to secure the payment of all present and future indebtedness and liabilities of Avalon (and, by virtue of the Guarantee, the other members of the Group) to the Bank.
3. Under the interest off-setting arrangement all credit and debit balances of the members of the Group with the Bank will be netted off for the purpose of calculating the net amount of interest due to or from the Bank by members of the Group.

Exhibit makes "B" referred to in the
This is the declaration of
Lawson William Tolley and
Barrie Alan Tidball declared
before me this 13th day of
December 1989



Solicitor.

Ernst & Young

December 13, 1989

Chartered Accountants
One Brindley Street
Bristol BS1 2AA
Telephone 0272 290808
Telex 449377
Fax 0272 260162

The Directors
Clares Limited
Second Avenue
Westfield Trading Estate
Midsomer Norton
Bath
Avon

Gentlemen

REPORT OF THE AUDITORS OF CLARES LIMITED UNDER SECTION 156(4) OF THE COMPANIES ACT 1985

In relation to the proposed financial assistance to be given by Avalon Textiles Company Limited ("the company") in the purchase by Williamson-Dickie Manufacturing Company (UK) Limited of the entire issued share capital of Clares Limited, we have inquired into the company's state of affairs as at November 30, 1989 and are not aware of anything which indicates that the opinion expressed by the directors in the attached declaration dated December 13, 1989, as to the company's ability to pay its debts, is unreasonable in all the circumstances.

Yours faithfully

Ernst & Young

No. 1757853

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

CLARES LIMITED



At an Extraordinary General Meeting of the Company duly convened and held on the 16th July, 1990, at Second Avenue, Westfield Trading Estate, Midsomer Norton, the following Resolution was duly passed as a Special Resolution.

RESOLUTION

THAT the name of the Company be changed to Clares Dickies Limited.

... *Trolley* ...
Chairman

180
Midland
P2
100127

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1757853

I hereby certify that

CLARES LIMITED

having by special resolution changed its name,
is now incorporated under the name of

CLARES DICKIES LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 30 JULY 1990

F. BEVAN

an authorised officer

1757853

January 9, 1991

KRG/JCC

The Secretary
Williamson Dickie Manufacturing Co. (UK) Limited
Second Avenue
Westfield Trading Estate
Midsomer Norton
Bath

Dear Sir

WILLIAMSON DICKIE MANUFACTURING CO. (UK) LIMITED
CLARES DICKIES LIMITED
DICKIES WEARWELL LIMITED
AVALON TEXTILES COMPANY LIMITED

In accordance with section 392 of the Companies Act 1985, we write to notify you of our formal resignation as auditors of your above named companies. This resignation takes effect from the time at which you receive this letter.

In accordance with section 394(1) of that Act, we confirm that there are no circumstances connected with our resignation which we consider should be brought to the notice of the members or creditors of the company.

Yours faithfully

Ernst & Young



Company Number: 1757853

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ELECTIVE RESOLUTIONS
of
CLARES DICKIES LIMITED

Pursuant to Section 381A of the Companies Act 1985 the following resolutions were duly passed by the above Company by way of Written Resolutions as Elective Resolutions on 10th November, 1992 :-

1. THAT, with effect from the date of passing of this Elective Resolution in accordance with Section 366A of the Companies Act 1985, the Company shall not hold Annual General Meetings.
2. THAT, with effect from the date of passing this Elective Resolution in accordance with Section 252 of the Companies Act 1985, the Directors shall not be required to lay accounts and reports before the Company in General Meetings.
3. THAT, with effect from the date of passing this Elective Resolution in accordance with Section 386 of the Companies Act 1985, the Company shall dispense with the obligation to appoint auditors annually and, accordingly, the Company's auditors shall remain in force until the Company or the auditors otherwise determine.

Signed by or on behalf of all the members of the Company who at the date hereof are entitled to attend and vote any general meeting of the Company.

F E Brock
.....

For and on behalf of Williamson Dickie Manufacturing Company (UK) Limited

F E Brock
.....

F E Brock

Dated this 10th day of November, 1992

O:4144C/3

