

THE COMPANIES ACTS 1948 TO 1976

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

FLORENCE CLOTHIERS (SCOTLAND) LIMITED

1. The name of the Company is "FLORENCE CLOTHIERS (SCOTLAND) LIMITED".
2. The registered office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:-
  - (1) (a) To carry on in Scotland and elsewhere the business of manufacturers, wholesalers, retailers, importers, exporters, agents and suppliers of all types of clothing.
  - (b) To carry on the business of ladies, gentlemens and childrens outfitters, tailors clothiers dressmakers milliners drapers furriers hosiers silk mercers and hatters also sports outfitters haberdashers launderers dyers and cleaners dealers in underclothing boots shoes and leather goods of all kinds, badges and jewellery, gloves dressing cases toilet articles textile fabrics fancy goods of all kinds and commodities and things of all kinds used or required for Sports and Camping equipment, household or personal use or adornment; and to buy, sell, manufacture let on hire repair alter manipulate import export and generally deal in all such articles and things including Government Surplus Clothing and equipment, as the Company may consider capable of being conveniently dealt with in connection with the above mentioned businesses of any of them which may be required by customers of or persons having dealings with the Company.
- (2) To carry on any other business whatsoever similar to the main business of the Company, as specified in sub-clause (1) hereof, or which can be advantageously or conveniently carried on by the Company by way of extension of or in connection with any such main business as aforesaid,

or is calculated directly or indirectly to develop any branch of the business of the Company or to increase the value of or render more profitable any of the assets, properties or rights of the Company.

- (3) To carry out the objects of the Company as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and likewise to do all such other things as are incidental or may be thought conducive to the attainment of the objects of the Company, and in particular and without prejudice to this generality, in aid of and for the purposes of the Company.
- (4) To acquire and take over the whole or any part of the business, property and liabilities of any persons (including therein any partnership or corporation) carrying on any business which the Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of the Company.
- (5) To take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any other company having objects altogether or in part similar to those of the Company, or carrying on any business capable of being conducted to as directly or indirectly to benefit the Company.
- (6) To purchase, feu, excamb, take on lease, hire or otherwise acquire, any heritable or moveable property, patents, licences, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
- (7) To borrow or raise money and to secure the payment thereof by standard security or assignation, or by the issue of debentures or debenture stock, perpetual or otherwise, or in any other way, and to burden or pledge all or any of the properties or assets of the Company, including its uncalled capital.
- (8) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable documents.
- (9) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or the widows or dependants of such persons, and to support or subscribe to any charitable or other institutions, clubs, societies or funds.

- (10) To lend money with or without security, on any terms that may be thought fit and particularly to customers or other persons having dealings with the Company, and to guarantee the contracts or obligations of customers or other persons as aforesaid.
- (11) To invest any moneys of the Company not required for the purposes of its business in such investments or securities as may be thought expedient.
- (12) To enter into any partnership or arrangement in the nature of a partnership, co-operation or union of interests, with any persons engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which the Company is authorised to carry on or conduct or from which the Company would or might derive any benefit, whether direct or indirect.
- (13) To amalgamate with any other company or companies.
- (14) To sell, feu, excamb, let or otherwise dispose of the whole properties and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock or securities of any other company, whether promoted by the Company for the purpose or not.
- (15) To distribute any of the property of the Company among the members in specie.
- (16) To guarantee and/or give security for the payment of money by or the performance of obligations of all kinds of the Company or any other person, firm or company and, in particular, but without prejudice to the generality of the foregoing, to guarantee and/or give security (either by way of mortgage or charge on all or any part of the property and undertaking, present and future, and the uncalled capital of the Company or otherwise) for the performance of the obligations (including the payment of the principal of and dividends, interest and premiums on and any other moneys due in respect of any stocks, shares, debentures, debenture stock or other securities) or borrowing of any company including a company which is for the time being (a) the Company's holding company or (b) a subsidiary of the Company or (c) a subsidiary of the Company's holding company, the expressions "holding company" and "subsidiary" having the meanings ascribed to them by Section 736 of the Companies Act 1985 or (d) a company in any way associated with the Company.

All the foregoing objects shall be read and construed as separate and distinct objects, and the generality of any such objects shall not be abridged or cut down by reference to any other object of the Company.

4. The liability of the members is limited.
5. The share capital of the Company is £1,000, divided into 1,000 shares of £1 each.

SMP/KDS/115521-4/SMP

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FLORENCE CLOTHIERS (SCOTLAND) LIMITED

(as adopted by Special Resolution passed on 27 October 1997)

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CONSTITUTION

1. The Company is a private company within the meaning of Section 1 of the Companies Act 1985 (hereinafter referred to as "the Act"), in accordance with and subject to the provisions of the Act and of the Memorandum of Association of the Company and of the regulations contained in or applied by Table A of The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") which are hereby adopted with the exception of regulations 5, 24, 38, 53, 65 to 69 inclusive, 73 to 80 inclusive, 87, 93 to 96 inclusive and 118 of Table A and subject to the provisions of the following additional Articles in modification of Table A, so far as hereby adopted.

*Certified a true copy*

*Maclay Murray & Spens*  
.....  
Maclay, Murray & Spens, Solicitors Glasgow

SHARE CAPITAL

2. The authorised share capital of the Company is £43,750 divided into 405,000 'A' ordinary shares of 1p each, 4,700 'A' ordinary shares of £1 each and 35,000 ordinary shares of £1 each.

SHARES

3. Subject to the provisions of Section 80 of the Act the shares shall be at the disposal of the Directors and they may, provided that if and so long as any company is for the time being the holding company of the Company the prior consent in writing of such company has been obtained, allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper subject always to the following conditions and the other provisions of the Articles:-

- (a) the maximum amount of relevant securities to be allotted in pursuance of this authority shall be the unissued shares in the capital of the Company for the time being and from time to time while this authority is in force;
- (b) the Directors are unconditionally authorised, provided that if and so long as any company is for the time being the holding company of the Company

the prior consent in writing of such company has been obtained, to allot shares up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of

3.

incorporation; and

(c) no shares shall be issued at a discount.

4. In accordance with Section 91 (1) of the Act, Sections 89 (1) and 90 (1) to (6) inclusive of the Act shall be excluded from applying to allotments by the Company of equity securities (as defined in Section 94 of the Act).
5. 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.
6. The Company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit notices of any trusts in respect of any shares of the Company. Notwithstanding any such acceptance and/or the making of any such record, the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied, or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are hereinafter mentioned.

#### NOTICE OF GENERAL MEETINGS

7. An annual general meeting and an extraordinary general meeting called for the

passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one days' notice. All other extraordinary general meetings shall be called by at least fourteen days' notice but a general meeting may be called by shorter notice if it is so agreed:-

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.

Such agreement must be signed by the requisite percentage of members specified above, which consent and signature may be evidenced by letter, telex, cable, electronic mail, facsimile, or otherwise and may consist of several documents in the like form consented to and signed by one or more members as the Directors may from time to time resolve to permit. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and Auditors.



GENERAL MEETINGS

8. Subject to the provisions of the Articles a member may participate in a meeting of the Company by means of conference telephone or similar communications equipment whereby all the members participating in the meeting can hear each other and the members participating in a meeting in this manner shall be deemed to be present in person at such a meeting.

MEMBERS RESOLUTIONS

9. A resolution in writing which has been consented to and signed by or on behalf of all the members who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present (which consent and signature may be evidenced by letter, telex, cable, electronic mail, facsimile, or otherwise as the Directors may from time to time resolve to permit) shall be as effective as a resolution passed at a meeting of members duly convened and held and may consist of several documents in the same terms each consented to by one or more members.

DIRECTORS

10. The number of Directors shall not be less than two.
11. If and so long as any company is for the time being the holding company of the Company, the power to appoint Directors whether to fill casual vacancies or as an addition to the Board or otherwise, and the power to remove any Director, howsoever appointed, shall reside exclusively in such company. Any such appointment or removal shall be effected by instrument in writing signed

on behalf of such company by one of its Directors duly authorised in that behalf and shall be effective forthwith upon the receipt of such instrument at the registered office of the Company.

### BORROWING POWERS

12. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge the whole or any part of its undertaking, property and uncalled capital, and to issue debentures, debenture stock and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

### POWERS AND DUTIES OF DIRECTORS

13. No Director shall be disqualified from his office by reason of his contracting with the Company or holding any office (except that of Auditor) under or being employed by the Company nor shall any such contract, office, or employment or any contract or arrangement entered into by or on behalf of the Company with any company or partnership of or in which any Director shall be a Director or member or otherwise interested or any other matter in which any Director shall have any interest be affected or avoided or voidable by reason of his holding that office or of the fiduciary relationship thereby established and any Director so contracting, holding office or being employed or being so interested shall be counted in the quorum present at any meeting of the Directors and shall be entitled to deliberate and vote in respect of any such contract, office, employment, arrangement or matter, provided always that his interest shall be disclosed in manner provided by Section 317 of the Act. For the purpose of this Article, a general notice given to the Directors of

the Company by a Director to the effect that he is a Director or member of a specified company or firm and is to be regarded as interested in any contracts made with that company or firm shall be deemed to be a sufficient declaration of interest in relation to any contract so made.13.(A)The Directors may establish or concur or join with any companies (being the holding company of the Company or subsidiary companies of such holding company or companies with which the Company is associated in business) in establishing and making contributions out of the Company's moneys to any schemes or funds for providing pensions, sickness or compassionate allowances, life assurance or other benefits for employees (which expression as used in this and the next following sub-Article shall include any Director who may hold or have held any executive office or other office or place of profit, or have been appointed to exercise special powers or authorities) and ex-employees of the Company and of any such other companies and their dependants, or any class or classes of such persons.

- (B) The Directors may pay, enter into agreements to pay or make grants (revocable or irrevocable and either subject or not subject to any terms or conditions) of pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding sub-Article. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before and in anticipation of, or upon or at any time after, his actual retirement.

Provided that if and so long as any company is for the time being the holding company of the Company the powers conferred by this Article shall be exercisable only with the prior consent in writing of such company.

#### PROCEEDINGS OF DIRECTORS

14. Subject to the provisions of these Articles, a Director may participate in a meeting of the Board or of a committee of the Board by means of conference telephone or similar communications equipment whereby all the Directors participating in the meeting can hear each other, and the Directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.
15. A resolution in writing which has been consented to and signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors (which consent and signature may be evidenced by letter, telex, cable, electronic mail, facsimile, or otherwise as the Directors may from time to time resolve to permit) shall be as effective as a resolution duly passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the same terms each consented to by one or more Directors but a resolution signed by an alternate Director need not also be signed by his appointor, and if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

#### DISQUALIFICATION OF DIRECTORS

16. No person shall be disqualified from being appointed a Director in accordance

with the provisions of these Articles by reason of having attained the age of 70 years or any other age, nor shall special notice or other special formality be required on that account. No Director shall vacate his office by reason only of age.

#### ALTERNATE DIRECTORS

17. Any company entitled for the time being pursuant to Article 10 hereof to appoint and remove Directors of the Company shall be entitled to appoint any person to be an alternate Director of the Company and to remove any alternate Director so appointed, any such appointment or removal being effected in the manner provided in Article 10. An alternate Director shall, except as regards remuneration, be subject to the provisions of these presents with regard to Directors and shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and of all meetings of committees of Directors of which his appointor is a member and to attend and vote as a Director at any such meetings at which the Director for whom he is alternate is not personally present and generally to exercise and discharge all of the functions, powers and duties as a Director of the Director for whom he is alternate in the absence of such Director. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate. An alternate Director shall ipso facto cease to be an alternate Director if the Director for whom he is alternate ceases for any reason to be a Director.

INDEMNITY

18. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.