

Number of } 458321  
Company }

[Form No. 41.]

**THE COMPANIES ACT, 1948**

**Declaration of Compliance**



A  
Companies  
Registration  
Fee Stamp  
of 5s.  
must be  
impressed  
here

WITH THE

**REQUIREMENTS OF THE COMPANIES  
ACT, 1948,**

made pursuant to Section 15, Sub-Section (2), of The Companies Act, 1948,  
on behalf of a Company proposed to be registered as

.....  
LOUIS DAVIS (HOSIERY)  
.....

**LIMITED**

22-959/18

Telegrams : "Certificate, Estrand, London."

Telephone No.: Holborn 8434 (6 lines).

**JORDAN & SONS, LIMITED,**

**Company Registration Agents, Printers, and Publishers,**

**116 CHANCERY LANE, LONDON, W.C. 2,**

**and 13 BROAD STREET PLACE, E.C.2.**

*Presented by*



*[Handwritten signatures and notes]*

**J**

Harold Argyle Gardle.

of 4, St. Peter's Church Walk, in the City of Nottingham.

\*Here insert—  
“a Solicitor  
of the Su-  
preme Court  
(or in Scotland  
“a Solicitor”  
engaged in  
the formation  
of” or “a  
person named  
in the Articles  
of Association  
as a  
Director (or  
Secretary)  
of.”

do solemnly and sincerely declare that I am\* a Solicitor of the

Supreme Court engaged in the formation of -

LOUIS DAVIS (HOSIERY) LIMITED,

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

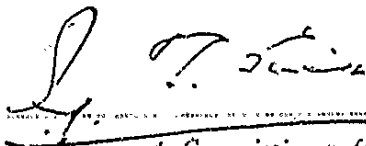
Declared at Nottingham

in the City of Nottingham.

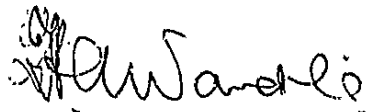
the 20<sup>th</sup> day of August

One thousand nine hundred and forty eight.

before me,



A Commissioner for Oaths. †



NOTE.—This margin is reserved for binding, and must not be written across.

Number of Certificate) 458321 2

[Form No. 25.]

THE STAMP ACT, 1891, and THE FINANCE ACT, 1933.

COMPANY LIMITED BY SHARES.

REGISTERED  
30 AUG 1948



Duty at the rate of 10s. for every £100 must be impressed here.

*[Handwritten signature]*

Statement of the Nominal Capital

OF

LOUIS DAVIS (HOSIERY)

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891; as amended by Section 41 of The Finance Act, 1933.

The Statement is to be lodged with the Memorandum of Association and other Documents when the Registration of the Company is applied for.

110-93052

Telegrams : "CERTIFICATE, ESTRAND, LONDON."

Telephone No. : HOLBORN 0434.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

116 CHANCERY LANE, LONDON, W.C. 2

and 13 BROAD STREET PLACE, E.C.2.

Presented by



# THE NOMINAL CAPITAL

OF

.....  
.....  
..... LOUIS DAVIS (HOSIERY) ..... LIMITED,  
.....  
is ..... Five thousand ..... Pounds,  
.....  
divided into ..... Five thousand ..... Shares  
.....  
of ..... One pound ..... each.

Signature ..... Louis Davis

Description ..... Director.

Dated the ..... 20<sup>th</sup> ..... day

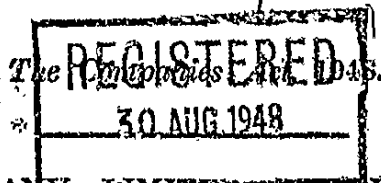
of ..... August ..... 1948.

NOTE.—This margin is reserved for binding, and must not be written across.

\*\*\* This Statement should be signed by an Officer of the Company.



458321/3



COMPANY LIMITED BY SHARES

*Jordan*

## Memorandum of Association

— OF —

# Louis Davis (Hosiery) LIMITED

1. The name of the Company is "LOUIS DAVIS (HOSIERY) LIMITED."

2. The registered office of the Company will be situate in England.

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

(A) To carry on the business of Manufacturers, Merchants and Factors of and Dealers in Socks, Stockings, Hose, Pants, Vests and Ladies', Men's and Children's Hosiery, Underwear and Lingerie, Knitted Wear and Knitted Articles, Overalls, Cotton, Linen, Worsted, Artificial Silk and Silken Garments and articles of personal wear and fabrics of all kinds, General Hosiers and Mercers, Machinists, Finishers and Makers-up of Underwear, Garments, and Fabrics of every description, Dyers, Finishers, Weavers, Throwsters and Weighters, Commission Agents and General Merchants, Factors and Traders, and to Manufacture, Weave, Spin, Knit, Machine, Make-up, Dress, Colour, Dye, Renovate, Finish and Prepare for use, Silks, Artificial Silks, Woollen, Worsted, Cotton and other Goods and Yarns of all kinds connected with Hosiery, Underwear Garments and Fabrics, and generally deal in all or any Plant, Machinery, Appliances, Apparatus,



458321

*Jordan*

x

Materials, Wares, Articles, Trimmings, Accessories, things or effects which are ordinarily or which can conveniently or advantageously be dealt with or are likely to be required by customers of or persons having dealings with the Company.

- (B) To carry on or acquire any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (C) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (D) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.
- (E) To apply for, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.

- (F) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid, or property acquired, any Shares, Debentures Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.
- (G) To improve, manage, cultivate, develop, exchange, let on lease, or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (H) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (I) To lend and advance money or give credit to such persons, firms, or companies, and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (J) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), in-

cluding its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

- (K) To draw make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (L) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (M) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any corporations, companies, or persons that may seem conducive to the attainment of the Company's objects, or any of them, and to obtain from any such Government, authority, corporation, company, or person, any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges and concessions
- (N) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (O) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.



- (p) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part, or otherwise, as may be thought expedient.
- (q) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.
- (r) To support and subscribe to any charitable or public object, and any institution, society, or club, which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any person or persons who may have served the Company, or to the wives, children, or other relatives of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (s) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (t) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

- (v) To distribute among the Members of the Company in kind, any property of the Company, and in particular any shares, debentures, or securities of other Companies belonging to this Company, or of which this Company may have the power of disposing.
- (v) To procure the Company to be registered or recognised in any Dominion or Dependency, and in any Foreign Country or place.
- (w) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The liability of the Members is Limited.

5. The Share Capital of the Company is £5,000, divided into 5,000 Shares of One Pound each. The shares of the Company whether part of the original or any increased capital of the Company may be issued with any special, qualified, preferred or deferred rights and privileges or conditions as to capital, dividends, rights of voting or other matters, but so that any such rights, privileges or conditions shall not be altered or modified except in accordance with the Articles of Association of the Company.

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>Louis Davis            18 Trevoze Gardens            Sherwood Nottingham            Wholesale Warehouseman</p>	<p>One</p>
<p>Dinah Davis            18 Trevoze Garden            Sherwood            Nottingham            Housewife.</p>	<p>one</p>

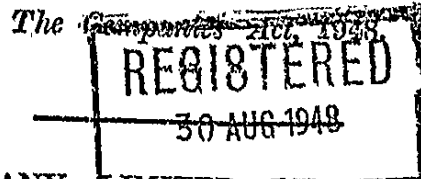
Dated the 20<sup>th</sup> day of August 1948.

Witness to the above signatures—

*H. A. Warrall*  
 Solicitor,  
 Nottingham



458321/4



~~COMPANY LIMITED BY SHARES~~

## Articles of Association

— OF —

# Louis Davis (Hosiery)

LIMITED

### PRELIMINARY.

1. The Regulations contained in Part I of Table "A" in the First Schedule to the Companies Act, 1948 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby; that is to say, the Clauses in Part I of Table "A" numbered 24, 53, 75, 77 and 99 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses in Part I of Table "A," the following shall be the Regulations of the Company.

2. The Company shall be a Private Company, and accordingly Clauses 2, 3, 4, 5 and 6 in Part II of Table A shall apply to the Company.

### SHARE CAPITAL AND SHARES.

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

4. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

5. The lien conferred by Clause 11 in Part I of Table "A" shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof, or shall be one of several joint Holders.

6. The Directors may decline to register any transfer of shares to a person of whom they do not approve, not being already a member of the Company, and may also decline to register any transfer of shares on which the Company has a lien. The Directors may also suspend the registration of transfers during the fourteen days immediately preceding the ordinary general meeting in each year. The Directors may decline to recognise any instrument of transfer unless (a) a fee not exceeding two shillings and sixpence is paid to the Company in respect thereof, and (b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

7. (A) Except as hereinafter provided, no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(B) Every member or other person who intends to transfer shares (hereinafter called "the Vendor") shall give notice in writing to the Board of his intention. That notice shall constitute the Board his agent for the sale of the said shares in one or more lots at the discretion of the Board to members of the Company at a price to be agreed upon by the Vendor and the Board or, in the case of difference, at the price which the Auditor of the Company for the time being shall certify, by writing under his hand, to be in his opinion the fair selling value thereof as between a willing vendor and a willing purchaser.

(c) Upon the price being fixed as aforesaid, the Board shall forthwith give notice to all the members of the Company of the number and price of the shares to be sold, and invite each of them to state in writing within twenty-one days from the date of the said notice whether he is willing to purchase any, and if so, what maximum number of the said shares.

- (D) At the expiration of the said twenty-one days, the Board shall allocate the said shares to or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so far as may be *pro rata* according to the number of shares already held by them respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made the Vendor shall be bound on payment of the said price to transfer the shares to the Purchaser or Purchasers, and if he make default in so doing, the Board may receive and give a good discharge for the purchase money on behalf of the Vendor, and enter the name of the Purchaser in the register of members as holder by transfer of the said shares purchased by him.
- (E) In the event of the whole of the said shares not being sold under Article 7 (b) hereof, the Vendor may at any time within six months after the expiration of the said twenty-one days transfer the shares not so sold to any person (subject to Article 6 hereof) and at any price.
- (F) Clauses (a), (b), (c), (d) and (e) hereof shall not apply to a transfer to a person who is already a member of the Company, nor to a transfer merely for the purpose of effectuating the appointment of new trustees, nor to a transfer by personal representatives to the husband, wife, or next of kin of a deceased member.

#### BORROWING POWERS.

8. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such clause were omitted therefrom.

9. If the Directors or any of them, or any other persons shall become personally liable for the payment of any sum primarily due, or which may be primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or a part of the assets of the Company by way of indemnity to secure the Director or persons so becoming liable as aforesaid from any loss in respect of such liability.

### GENERAL MEETINGS.

10. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act 1948 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.

11. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum."

### VOTES OF MEMBERS.

12. At any General Meeting any one Member present in person or by Proxy entitled to vote may demand a Poll; and Clause 58 in Part I of Table "A" shall be modified accordingly.

### DIRECTORS.

13. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than one nor more than five.

14. Louis Davis of 18 Trevoze Gardens Sherwood Nottingham shall be the first Director of the Company. He shall be permanent Director of the Company and subject to the provisions of Clause 88 in Part I of Table A he shall be entitled to hold such office so long as he shall live unless he shall be removed from office under Clause 96 in Part I of Table A, and accordingly clauses 89 to 94 in Part I of Table A shall not apply to any permanent Director.

15. The Directors (or sole Director (if only one) by writing under his hand) shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

16. The qualification of every Director shall be the holding of Shares of the Company to the nominal value of not less than £1. A Director may act before acquiring his or her qualification but shall acquire his or her qualification within two calendar months of being appointed a Director.

17. Subject to the provisions of the Act a Resolution in writing signed by all the Directors (or the sole Director if only one) for the time being and pasted in or attached to the Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

18. The quorum for transaction of business at a Directors' Meeting shall be fixed by the Directors and unless so fixed shall be two except whilst there shall only be one Director in office during which time the quorum shall be one.

19. A Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into contracts or arrangements or have dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party, or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. A Director shall be entitled to vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote, his vote shall be counted, and shall be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration. A general notice given to the Directors or Director (if only one) by a Director, to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made and Clause 84 in Part I of Table A shall be modified accordingly.

#### MANAGING DIRECTOR.

20. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares,



borrow money, or issue Debentures) that they may think fit. But the exercise of all powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Director or Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

#### WINDING UP.

21. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively and the balance (if any) shall be distributed amongst the Members in proportion to the Number of Shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the Holders of Shares (if any) issued upon special conditions.

#### INDEMNITY.

22. Subject to the provisions of the Act, every Director and other officer of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, losses, and expenses which any such Director or officer may incur or become liable to by reason of any contract entered into or act or thing done by him as such Director or officer or otherwise in the discharge of his duties. Subject as aforesaid, no Director or other officer of the Company shall be liable for the acts, receipts, neglects, or defaults of any other Director or officer, or for joining in any receipt or other act for the sake of conformity, or for any loss or expense resulting to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company may be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any of the moneys, securities, or effects of the Company may have been deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage, or misfortune whatsoever which may have happened in the execution of the duties of his office or in relation thereto, unless the same shall have happened through his own wilful neglect or default.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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Louis Davis  
18 Trevoe Gardens  
Sherwood, Nottingham  
Wholesale warehouseman

Fina Davis  
18 Trevoe Gardens  
Sherwood  
Nottingham  
Housewife.

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Dated the 20<sup>th</sup> day of August, 1948.

Witness to the above signatures—

H. W. D. L.  
Solicitor.  
Nottingham.

DUPLICATE FOR THE FILE

No. 458321



# Certificate of Incorporation

I Hereby Certify, That

LOUIS DAVIS (HOSIERY) LIMITED

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

Given under my hand at London this Thirtieth day of  
August One Thousand Nine Hundred and Forty-eight.

*[Signature]*  
Registrar of Companies.

Certificate received by



Date