

Company No. 361629

THE COMPANIES ACT 1929
AND
THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND
NEW
ARTICLES OF ASSOCIATION OF
THE WAKEFIELD SHIRT COMPANY LIMITED

Incorporated on 4th June, 1940

Adopted on 14th July, 2020



COMPANIES ACT.1929
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
The WAKEFIELD SHIRT COMPANY LIMITED

1. The name of the Company is "THE WAKEFIELD SHIRT COMPANY 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 of and dealers in men's shirts and men's wear generally and ladies' and children's wear (neck wear, collars, ties, scarves and all articles of wearing attire of personal use or ornament).
 - (b) To carry on business as drapers and hosiers, dress agents, tailors, dressmakers, hemstitchers, costumiers and men' s, women's, children's and school outfitters, manufacturers of and dealers in cloth, cotton, wadding, linen, silk textiles, and fabrics generally as spinners, weavers, dyers, cleaners, washers, bleaches, printers , and general outfitters and storekeepers.
 - (c) To carry on any other business similar to or complementary to the foregoing businesses or which in the opinion of the Company can be conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company.
 - (d) To buy, take on lease or hiring agreement or otherwise acquire, land or any other property, real or personal, movable or immovable, or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
 - (e) To take out, apply for and acquire by original grant or by transfer or assignment or otherwise letters patent , brevets d'invention, licenses, concessions, secret processes and inventions and. to use and exercise the same or to sell assign and develop the same or grant licenses in respect thereof or otherwise turn the same to the advantage of the Company.
 - (f) To erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not.

- (g) To invest the money of the Company in any manner that the Company may think fit.
- (h) To amalgamate enter into partnership or joint purse agreement with or to make any agreement or arrangement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof or to amalgamate with any such Company, firm or person.
- (i) To sell, improve, manage, develop, exchange or let the whole or any part of the undertaking of the Company for cash, shares, debentures or any other consideration.
- (j) To acquire by purchase or otherwise and either for cash, shares or debentures in the Company or any other consideration any other business or any interest therein which in the opinion of the Company may be conveniently or profitably combined with the business of the Company.
- (k) To lend money to customers and others and to guarantee the observance and performance of obligations and contracts by customers and others.
- (l) To borrow money and secure the repayment thereof by the creation and issue of mortgages, debentures, debenture stock or other securities.
- (m) To draw, make, endorse, accept, discount and negotiate, bills, notes, warrants and negotiable instruments of all kinds.
- (n) To remunerate any Company, firm or person for services rendered in the promotion of the Company or the issue or placing of the shares, stock, debentures, debenture stock or other obligations of the Company and to pay all expenses incurred in connection with such promotion or the creation, issue and placing of any such shares, stock, debentures, debenture stock or other obligation.
- (o) To grant pensions to employees and ex-employees and Directors and ex-Directors or other officers or ex- officers of the Company their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to or assist in the promotion of any charitable benevolent or public purpose or object.
- (p) To promote or assist in the promotion of any Company having objects similar to or complementary to the objects of the Company and to subscribe, underwrite, buy or hold the shares, stock, debentures, debenture stock or other obligations of such Company.
- (q) To promote the Company's interests *by* advertising its products and services in any manner and in particular to promote or take part in competitions, displays and exhibitions.

- (r) To distribute all or any of the assets of the Company in specie between the members of the Company in accordance with their rights.
- (s) To do all or any other acts and things which in the opinion of the Company may be conducive or incidental to the objects of the Company.
- (t) To do all such things in any part of the world either as principal or agent and either alone or in conjunction with any other person, firm or Company.

4. The liability of the Members is limited.

*5 The share capital of the Company is £1,980,150 divided into 40,000 "A" Preference Shares of £1 each, 10,000 "B" Preference Shares of £1 each, 1,125,000 "C" Preference Shares of £1 each, 500,000 "D" Preference Shares of £1 each, 300,000 "E" Preference Shares and 5,150 Ordinary Shares of £1 each, and such Preference Shares shall confer the right, in the case of the "A" Preference Shares and "B" Preference Shares, to a fixed non-cumulative preferential dividend of 8½ per cent, per annum and, in the case of the "C" Preference Shares "D" Preference Shares and "E" Preference Shares, to a fixed cumulative net preferential dividend of 6 per cent, per annum (payable quarterly in arrears on the last days of February, May, August and November, the first such payment to be made on 31st August 1997 for "C" Preference Shares, 28th February, 2019 for the "D" Preference Shares and 30th November, 2020 for "E" Preference Shares) upon the capital for the time being paid up or credited as paid up thereon, and the right in a winding-up in the case of the "A" Preference Shares and the "B" Preference Shares to a return of the capital paid up or credited as paid up thereon and in the case of the "C" Preference Shares, the "D" Preference Shares and the "E" Preference Shares to a return of the capital paid up or credited as paid up thereon together with any accruals or arrears of dividend calculated to the date of return of the capital, before any return of capital is made on any other shares, but the holders of such Preference Shares shall not have the right to participate further in profits or assets, and upon any increase of capital the Company is to be at liberty to issue any new shares 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 rights, privileges or conditions for the time being attached to the Preference Shares in the existing capital or to any such shares of any increased capital shall not be altered or modified except in accordance with the Articles of Association of the Company.

* Notes Pursuant to special resolutions passed on 20th October 1949 -

- (1) the 3000 Ordinary Shares of One Shilling each were converted into 150 Ordinary Shares of £1 each ("Ordinary Shares"),
- (2) the 5000 Preference Shares of £1 each were re- designated "A" Preference Shares ("A" Preference Shares"),

- (3) the share capital of the Company was increased to £55,150 by the creation of 5,000 additional Ordinary Shares, 35,000 additional "A" Preference Shares and 10,000 new "B" Preference Shares of £1 each ("B" Preference Shares"),
- (4) the "B" Preference Shares were expressed to rank for dividend and in all other respects pari passu with the then existing "A" Preference Shares but not to confer any right of voting at any General Meeting of the Company, and
- (5) the additional Ordinary Shares (referred to in (3) above) were expressed to rank for dividend and in all other respects pari passu with the then existing Ordinary Shares.

Pursuant to a special resolution passed on 3rd September 1985 the fixed non-cumulative preference dividend payable on the "A" Preference Shares and the "B" Preference Shares was increased to 8 ½ per cent. per annum upon the capital for the time being paid up or credited as paid up thereon but Save as aforesaid, the rights attached to those shares remained unchanged in all respects.

Pursuant to a special resolution passed on 20th May, 1997 the share capital of the Company was increased to £1,180,150 by the creation of 1,125,000 "C" Preference Shares of £1 each ("C" Preference Shares). The "C" Preference Shares were expressed to rank for dividend pari passu with the "A" Preference Shares and the "B" Preference Shares but not to confer any right of voting at any General Meeting of the Company. The "C" Preference Shares have a 6% per annum fixed cumulative preferential dividend payable quarterly in arrears with the first such dividend payable from 31st August, 1997 upon capital for the time being paid up or credited as paid up thereon.

Pursuant to a special resolution passed on 1st October 2018 the share capital of the Company was increased to £1,680,150 by the creation of 500,000 "D" Preference Shares of £1 each ("D" Preference Shares). The "D" Preference Shares were expressed to rank for dividend pari passu with the "A" Preference Shares, the "B" Preference Shares and the "C" Preference Shares but not to confer any right of voting at any General Meeting of the Company. The "D" Preference Shares have a 6% per annum fixed cumulative preferential dividend payable quarterly in arrears with the first such dividend payable from 28th February, 2019 upon capital for the time being paid up or credited as paid up thereon.

Pursuant to a special resolution passed on 14th July, 2020 the share capital of the Company was increased to £1,980,150 by the creation of 300,000 "E" Preference Shares of £1 each ("E" Preference Shares). The "E" Preference Shares were expressed to rank for dividend pari passu with the "A" Preference Shares, the "B" Preference Shares and the "C" Preference Shares and the "D" Preference Shares but

not to confer any right of voting at any General Meeting of the Company. The “E” Preference Shares have a 6% per annum fixed cumulative preferential dividend payable quarterly in arrears with the first such dividend payable from 30th November, 2020 upon capital for the time being paid up or credited as paid up thereon.

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, ADDRESS AND DESCRIPTIONS OF SUBSCRIBERS	Number of shares taken by each subscriber
<p>EDGAR LASSALLY 3, The Lynch, Clifton Road London, S.W. 19.</p> <p>No occupation</p>	One Pref.
<p>HAZEL M. GILLAM, 10, Treewall Gardens, Bromley, Kent</p> <p>Secretary</p>	One Pref.

DATED this 29th Day of May 1940

WITNESS to the above signatures:-

SIDNEY Z. MANCHEZ,
4, Broad Street Place,
E.C.2.

Solicitor.

THE COMPANIES ACT 1929
AND
THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
THE WAKEFIELD SHIRT COMPANY LIMITED
(Adopted on 14th July, 2020)

PRELIMINARY AND INTERPRETATION

1.1 In these articles-

1.1.1 “Table A” means Table A of the Companies (Tables A to F) Regulations 1985, as amended by the Companies (Tables A to F) (Amendment) Regulations 1985,

1.1.2 references to a “regulation” are to a regulation in Table A,

1.1.3 references to an “article” are to a provision of these articles, and

1.1.4 words and phrases used in these articles shall have the meanings ascribed to them in or by virtue of Table A.

1.2 The regulations in Table A shall apply to the company, except where they are excluded or modified by these articles and, together with these articles, they shall constitute the articles of the company.

SHARE CAPITAL

2.1 The authorised share capital of the Company on the date that this Resolution is passed is £1,980,150 divided into 5,150 Ordinary shares of £1 each (the “Ordinary Shares”), 40,000 “A” Preference Shares of £1 each (the “A” Preference Shares”), 10,000 “B” Preference Shares of £1 each (the “B” Preference Shares”), 1,125,000 “C” Preference Shares of £1 each (the “C” Preference Shares”), 500,000 “D” Preference Shares of £1 each (the “D” Preference Shares) and 300,000 “E” Preference Shares (the “E” Preference Shares).

2.2 The shares of each of the said classes shall entitle the holders thereof to the respective rights and privileges and subject them to the respective restrictions and provisions set out in the memorandum of association of the company (“the memorandum”) and in the following provisions of these articles. The “A” Preference Shares, the “B” Preference Shares, the “C” Preference Shares, the “D” Preference Shares and the “E” Preference Shares (together the “Preference Shares”) shall except where otherwise provided herein, confer upon the holders thereof the same rights.

2.3 Without prejudice to the provisions of clause 5 of the memorandum –

2.3.1 on a poll the Ordinary shares shall carry one vote per share, and

2.3.2 the Preference shares shall not confer any right of voting at any general meeting of the company.

2.4 All or any of the special rights or privileges for the time being attached to any share or class of shares in the capital of the company (notwithstanding that the company may be or be about to be in liquidation) may, either with the prior consent in writing of the holders of not less than three-fourths of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of shares of the class duly convened and held as hereinafter provided (but not otherwise), be varied or abrogated. To every such separate meeting the provisions of these articles with respect to notice of and proceedings at general meetings shall mutandis apply, but so that the requisite quorums shall be one person, present in person or by proxy, holding or representing issued shares of the class and that any holder of shares of the appropriate class, present in person or by proxy, may demand a poll.

2.5 Subject to the provisions of the Companies Act 1985 (and every statutory modification or re-enactment thereof for the time being in force) any of the “C” Preference Shares may be redeemed upon written notice being served at any time after 31st May 2000 by the Company on the holders of such shares or by a holder of such shares on the Company. The Company shall pay on each of “C” Preference Shares so redeemed the sum of £1 together with any arrears or accruals of dividends on such shares calculated to the date of redemption.

2.6 Subject to the provisions of the Companies Act 1985 (and every statutory modification or re-enactment thereof for the time being in force) any of the “D” Preference Shares may be redeemed upon written notice being served at any time after 31st October 2021 by the Company on the holders of such shares or by a holder of such shares on the Company. The Company shall pay on each of “D” Preference Shares so redeemed the sum of £1 together with any arrears or accruals of dividends on such shares calculated to the date of redemption.

2.7 subject to the provisions of the Companies Act 1985 (and every statutory modification or re-enactment thereof for the time being in force) any of the “E” Preference Shares may be redeemed upon written notice being served at any time after 31st October 2023 by the Company on the holders of such shares or by a holder of such shares on the Company. The Company shall pay on each of “E” Preference Shares so redeemed the sum of £1 together with any arrears or accruals of dividends on such shares calculated to the date of redemption.

LIEN

3. The lien conferred by regulation 8 shall attach also to fully paid shares, and the company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any member, whether he shall be their sold registered holder or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the company. Regulation 8 shall be modified accordingly.

TRANSFER OF SHARES

4. No share or any interest therein shall be transferred to or otherwise become vested in any person or body otherwise than in accordance with the following provisions of this article unless all the shareholders of the company for the time being agree in writing.

4.1 A member may at any time transfer all or any shares in the company held by him –

4.1.1 to any other member of the company for the time being,

4.1.2 to any family member (as defined below) (unless the shares were acquired by that member by way of transfer permitted under this article 4.1.2), or

4.1.3 to trustees to be held upon a family trust (as defined below).

4.2 For the purposes of this article 4 the expression “member” shall not include a trustee holding shares upon a family trust but where shares are held by such trustees –

4.2.1 such shares may on any change of trustees be transferred to the trustees for the time being,

4.2.2 such shares may at any time be transferred to any person to whom under article 4.1, the same could have been transferred by the settlor if he had been the holder thereof, and

4.2.3 if and whenever any such shares cease to be held upon a family trust (otherwise than in consequence of a transfer authorised under article 4.2.2.) the trustees shall be bound forthwith to give a transfer notice (as hereinafter defined) in respect of the shares in question.

4.3 For the purposes of this article 4 –

4.3.1 “family member” means any of the natural children and grandchildren of Richard John Donner and Judith Ann Harden (formerly Robson nee Donner), and

4.3.2 “family trust” means in relation to any member trusts (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the member concerned or one or more family members and no power of control over the voting rights conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees for the member concerned or any one or more family members.

4.4 Except in the case of a transfer of shares expressly authorised by articles 4.1 or 4.2 or otherwise pursuant to this article, the right to transfer shares in the company shall be subject to the following restrictions, namely –

4.4.1 Before transferring any shares the person proposing to transfer the same (“the proposing transferor”) shall give notice in writing (“the transfer notice”) to the board of directors of the company as from time to constituted (“the board”) that he proposes to transfer the same and specifying the price per share which in his opinion constitutes the fair value of them or in the event that the proposing transferor shall have reached an agreement or an arrangement with a third party for the sale of such shares to such third party the price per share at which such shares are to be sold to such third party (“the specified price”) and in the latter event the name of such third party. The transfer notice shall constitute the board his agent for the sale of the shares therein mentioned at the specified price or at the fair value certified in accordance with article 4.4.4 (“the fair value”) (whichever shall be lower) (“the price”) in accordance with the following provisions of this article,

4.4.2 All shares comprised in any transfer notice shall, within 14 days after the date on which the transfer notice is received by the board or is deemed to have been given, be offered by the board in writing (“the first offer”) to the holders of all shares of the same class (other than in each case, if applicable, the proposing transferor) for purchase at the specified price inviting him to state in writing within 28 days from the date of the first offer whether he is willing to purchase and if so what number of shares provided that if a certificate of fair value is requested in accordance with article 4.4.4 (“the certificate”) the first offer shall remain open for acceptance for a period of 14 days after the date on which notice of the fair value is given by the company to members if later. The first offer shall further invite members to whom it is made to state any additional shares in excess of his proportion which he desires to purchase. At the expiration of the said period the board shall allocate the shares comprised in the transfer notice to the holder or holders who shall have notified their willingness to purchase as aforesaid and in the event of competition in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of that class of share,

4.4.3 If the board shall not find relevant shareholders together prepared to purchase all the shares comprised in any transfer notice pursuant to the first offer, the board shall, within 14 days after the date on which the first offer expires, offer in writing (“the second offer”) the

shares concerned for which no purchaser has been found (“the balance shares”) to each other holder of shares in the company (other than in each case, if applicable, the proposing transferor) for purchase at the prescribed price inviting him to state in writing within 28 days from the date of the second offer whether he is willing to purchase and if so what number of shares provided that if a certificate of fair value is requested in accordance with article 4.4.4 the second offer shall remain open for acceptance for a period of 14 days after the date on which notice of the fair value is given by the company to members if later. The second offer shall further invite each member to whom it is made to state any additional shares in excess of his proportion which he desires to purchase. At the expiration of the said period the board shall allocate the balance shares to the holder or holders who shall have notified their willingness to purchase as aforesaid and in the event of competition in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares in the company.

4.4.4 Any such shareholders may not later than 7 days after the date of the first offer or, if appropriate the second offer, serve on the company a notice in writing requesting that the auditor for the time being of the company (“the auditor”) (or at the discretion of the auditor a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales) certify in writing the fair value and for the purpose of this article reference to the auditor shall include any person so nominated. The fair value shall be that sum which in the auditor’s opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice having regard to the valuation of the assets of the company as at the end of the company’s last accounting reference period and disregarding the fact that the shares comprised in the transfer notice represent a minority, a majority, or a substantial interest as the case may be. Upon receipt of such notice the company shall instruct the auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchaser(s) (as defined below) or borne by any one or more of them as the auditor in his absolute discretion shall decide. In certifying the fair value the auditor shall be considered to be acting as an expert and not as an arbitrator and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate the board shall by notice in writing inform all shareholders of the fair value and of the price at which the shares comprised in the transfer notice are offered for sale,

4.4.5 If the board shall not find relevant shareholders together willing to purchase all the shares comprised in any transfer notice pursuant to the first offer or the second offer (“the offers”) the board may, within the period of 30 days from the date of expiry of the second offer, solicit other persons (including, without limitation, the company) to purchase the shares for which no purchaser has been found pursuant to the offers at the price subject always to the provisions of sections 164 and 165 of the Act being complied with to the extent (if any) applicable to such a purchase,

4.4.6 The board shall, within 14 days of the expiry of the first offer (if all the shares are to be sold pursuant to the first offer), within 14 days of the expiry of the second offer (if all the shares are to be sold pursuant to the offers) or within 14 days of the expiry of the 30 day period referred to in article 4.4.5 (if all the shares are not to be sold pursuant to the offers)

(as the case may be), give notice in writing to the proposing transferor of the numbers of shares concerned which any member or other person solicited by the board (hereinafter called “a purchaser” or “purchasers”) is or are willing to purchase pursuant to the first offer and/or the second offer and/or article 4.4.5. Every such notice shall state the name and address of each such purchaser and the number of shares agreed to be purchased by him. If the board shall have found purchasers for some but not all of the shares concerned the proposing transferor (unless such proposing transferor shall be deemed to have given a transfer notice pursuant to these articles) may within 14 days of the receipt of such notice from the board give a counter-notice in writing to the board revoking the transfer notice. If the board pursuant to the foregoing provisions of this article 4.4 shall have found purchasers willing to purchase all the shares concerned or if no such counter-notice shall have been given by the proposing transferor within the aforesaid period, the proposing transferor shall be bound on receipt of the price to transfer such of the shares for which the board shall have found purchasers to the respective purchasers thereof. The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the board when, against payment of the price and relevant stamp duties, the purchaser(s) shall be registered as the holder of the relevant shares in the register of members of the company and share certificate(s) in the name(s) of such purchaser(s) and in respect of the relevant shares shall be delivered,

4.4.7 If in any case a proposing transferor, after having become bound to transfer any shares to a purchaser, shall make default in so doing, the board shall authorise some person to execute any necessary transfers in favour of the purchaser or purchasers and shall receive the purchase money and shall thereupon cause the name of the purchaser or purchasers to be entered into the register of members as the holder of the relevant shares and hold the purchase money in trust for the proposing transferor but shall not be bound to earn or pay interest thereon. The receipt of the company for the purchase money shall be a good discharge to the purchaser or purchasers who shall not be bound to see to the application thereof and after the name of the purchaser has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person,

4.4.8 The proposing transferor shall be at liberty, if the transfer notice was deemed to have been given to retain, and if a transfer notice was actually given, to transfer all the shares for which no purchasers have been found pursuant to the foregoing provisions of this article 4.4 and which are comprised in the relevant transfer notice (such notice not having been revoked pursuant to article 4.4.6) to any person on a bona fide sale at a price not being less than the specified price without any deduction, rebate or allowance whatsoever to the purchaser, such transfer to be completed at any time within 28 days after the receipt of the written notice from the board referred to in article 4.4.6,

4.4.9 Where the board shall have found a purchaser or purchasers and through no default of the proposing transferor any purchase is not duly completed, the board shall forthwith notify the purchaser or all of the purchasers (as the case may be) and if within 7 days of such notice being given the purchaser or purchasers between them shall not have duly completed the purchase of the shares in respect of which there has been default in completion, the

proposing transferor shall be deemed to have served a transfer notice in respect of such shares and the procedure contained in this article 4.4 shall be repeated in respect of them,

4.4.10 Any person (“a successor”) becoming entitled to a share (“a transmission share”) in consequence of the death or bankruptcy of a shareholder (“the event”) shall give a transfer notice before he elects in respect of any transmission share to register it in his own name or to execute a transfer unless the successor is himself a person to whom under article 4.1 the same could have been transferred by the holder. If a successor shall not have given a transfer notice in respect of the transmission shares within 3 months of the event the board may at any time thereafter upon resolution passed by the board give notice requiring the successor within 14 days of such notice to give a transfer notice in respect of all the transmission shares for which he has not previously given a transfer notice and if he does not do so he shall at the end of such 14 days be deemed to have given a transfer notice relating to those transmission shares in respect of which he has still not done so,

4.4.11 Where a transfer notice is given or deemed to be given and no price per share is specified therein the board shall forthwith request the auditor to provide a certificate of the fair value in accordance with article 4.4.4 and the transfer notice shall be deemed to specify the sum so certified,

4.4.12 Upon the appointment of an administrative receiver or upon the commencement of a voluntary winding up or winding up by the court (within the meanings given in the Insolvency Act 1986) of any member being a corporation such member shall be deemed to have given immediately prior to such appointment or commencement (as the case may be) a transfer notice in respect of all shares in the company registered in the name of such member,

4.4.13 The board shall not be entitled to decline to register the transfer of any shares made pursuant to the foregoing provisions of this article unless they have reasonable grounds for believing that a transfer purportedly made in accordance with the foregoing provisions of this article is not in fact in any material respect in accordance therewith in which event the matter must be referred to the shareholders of the company, who may by ordinary resolution decline to register the transfer. For the purpose of ensuring that a transfer of shares is in accordance with these provisions and duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is deemed to have been given hereunder or for the purpose of ascertaining when a transfer notice is deemed to have been given hereunder the board shall require any member, the personal representatives of any deceased member, the trustee in bankruptcy of any member, the administrative receiver or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the company such information and evidence as the board shall think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the board within a reasonable time after request the board shall refuse to register the transfer in question or (in case no transfer is in question) shall require by notice in writing that a transfer notice be given in respect of the share(s) concerned and the provisions of these articles shall take effect accordingly.

ISSUE OF SHARES

5.1 Any shares in the capital of the company which are unissued from time to time shall before issue, be offered to the holders for the time being of the issued shares of whatever class in proportion, as nearly as may be, to the number of such shares of that class held by them respectively. The offer, which shall be by notice in writing and sent by registered post (“the first notice”) shall be on identical terms for each of such holders, shall specify the number of shares offered and the price per share (“the offer price”) and shall invite each of such holders to state in writing by registered post within a period of 5 days whether he is willing to take any, and if so what maximum, number of the shares so offered. At the expiration of the time limited by the first notice the board shall allot the shares so offered to or amongst the persons who have notified their willingness to take any shares comprised in the first notice so far as may be in proportion to the number of shares held by such persons respectively at the date of the first notice, but so that no person shall be obliged to take more than the maximum number of shares comprised in the first notice so notified by him as aforesaid.

5.2 Any of the shares so offered which are not taken up under article 5.1 shall be offered at the offer price to those holders for the time being of the issued shares who notified their willingness to take any additional shares comprised in the first notice. The offer, which shall be by notice in writing and sent by registered post (“the second notice”), shall be on identical terms for each of such holders, shall specify the number of shares offered and the offer price and shall invite each of such holders to state in writing by registered post within a period of 5 days whether he is willing to take any, and if so what maximum, number of the shares so offered. At the expiration of the time limited by the second notice the board shall allot the shares so offered to or amongst the persons who have notified their willingness to take any shares comprised in the second notice so far as may be in proportion to the number of shares held by such persons respectively (including the shares comprised in the first notice accepted by them) at the date of the second notice, but so that no person shall be obliged to take more than the maximum number of shares comprised in the second notice so notified by him as aforesaid.

5.3 Any of the shares comprised in the second notice which are not taken up pursuant to article 5.2 shall be available for issue and may be disposed of by the board in such manner as they think most beneficial to the company on terms no more favourable to the offeree than those on which such shares were offered under the provisions of articles 5.1 and 5.2. The board may in like manner dispose of any such new shares as aforesaid which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in allocating the same cannot in the opinion of the board be conveniently offered in manner hereinbefore provided.

5.4 No shares in the company shall be allotted on terms that the right to the same may be renounced by the allottees.

5.5 The provisions of sections 89(1) and 90 of the Act shall not apply to the company.

5.6 Subject to the provisions hereof and of the Act, any share may with the sanction of a special resolution, be issued on the terms that it is, or at the option of the company or of the holder of such share is liable to be, redeemed.

PURCHASE OF OWN SHARES

6. Subject to the Act, the company may enter into any contract for the purchase of all or any of its shares of any class (including any redeemable shares) and any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such shares and may make payments in respect of redemption or purchase of such shares otherwise than out of distributable profits or the proceeds of a fresh issue of shares. Every contract entered into pursuant to this article shall be authorised by such resolution of the company as may for the time being be required by law but, subject to such resolution, the board shall have full power to determine or approve the terms of any such contract. Neither the company nor the board shall be required to select the shares in question rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares. Subject to the Act, the company may agree to the variation of any contract entered into pursuant to this article and to release any of its rights or obligations under any such contract. Notwithstanding anything to the contrary contained in these articles, the rights attaching to any class of shares shall not be deemed to be varied by anything done by the company pursuant to this article. Regulation 35 shall not apply.

NOTICE OF GENERAL MEETINGS

7. Notice of any general meeting need not be given to the directors or the auditors in those respective capacities. Regulation 38 shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

8. A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote at the meeting. Regulation 46 shall be modified accordingly.

VOTES OF MEMBERS

9. A proxy shall be entitled to vote on a show of hands and regulation 54 shall be modified accordingly.

APPOINTMENT AND RETIREMENT OF DIRECTORS

10. Those members holding more than half by nominal value of those issued Ordinary Shares which carry the right to attend and vote at general meetings of the company may from time to time and at any time appoint any person to be a director, either as an additional director or to fill any vacancy and to remove from office any director, however appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the relevant members (or in the case of a member which is a company, signed on its behalf by one of its directors or any other duly

authorised officer) and shall take effect upon its being produced to a meeting of the directors or served on the company at the office.

11. The directors shall not be required to retire by rotation. Regulations 67 and 78 shall be modified accordingly. Regulation 73 to 77, the second and third sentences of regulation 79 and the last sentence of regulation 84 shall not apply to the company.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

12. Regulation 81 (c) shall be amended to read as follows –

“he is, or may be, suffering from mental disorder as defined by section 1(2) Mental Health Act 1983 or, in Scotland, an application for his admission to hospital is made under the Mental Health (Scotland) Act 1984, or he is, or may be, suffering from any other illness or injury and in any such case the directors resolve that he is incapable of properly exercising his functions as a director by reason of that fact.”

EXECUTIVE DIRECTORS

13. The directors from time to time and at any time may appoint any other persons to the post of Assistant Directors (hereinafter called “executive directors”) and may define, regulate, vary, limit and restrict their powers, authorities and discretions and fix, vary and determine their remuneration, duties, immunities and qualification and may terminate the appointment of any executive directors as such by resolution of the board without any claims for compensation or damages on that account arising. Any person so appointed shall not be a director of the company for any of the purposes of the Act or of these articles, and accordingly shall not be a member of the board and shall not use the designation of “director” alone and shall not be entitled to attend any meeting of the board or of any committee or sub-committee of the board except upon being invited so to do and if so invited shall not be entitled to vote at any such meeting but shall attend any such meeting for the purpose only of advising and assisting the board or any such committees or sub-committees and for no other purpose and shall have no right of access to any books, documents or accounts of the company. The appointment of a person to be an executive director shall not, except as herein provided, alter the terms or conditions of his or her employment, duties or remuneration. Any extra remuneration paid to an executive director may be expressed to be payable in addition to any remuneration otherwise arising from the employment or services rendered to the company by the person so appointed and all such remuneration shall be payable out of funds of the company. The post of an executive director shall determine ipso facto if his or her employment in any other capacity terminates unless otherwise resolved by the board on appointment. There shall be no limit to the number of executive directors capable of being so appointed.

BORROWING POWERS

14. The directors may, if previously approved in writing by the holders of not less than 75 per cent in nominal value of the issued ordinary shares of the company and the company has received such written approval, exercise all the powers of the company to borrow money upon such terms and in such manner as they think fit, and subject (in case of any security convertible into shares) to

section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.

GRATUITIES AND PENSIONS

15. The directors may, if previously approved in writing by the holders of not less than 75 per cent in nominal value of the issued Ordinary Shares and the company has received such written approval, on behalf of the company exercise all the powers of the company to provide benefits, whether by the payment of gratuities, bonus, remunerations, pensions or by insurance or in any other manner (whether similar to the foregoing or not), for any director or former director or any relation, connection or dependant of any director or former director who holds or has held any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or with a predecessor in business of the company or of any such subsidiary and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the company or the members for any benefit permitted by this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company. Regulation 87 shall not apply.

PROCEEDINGS OF DIRECTORS

16. A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the company shall declare the nature of his interest at a meeting of the directors or of any committee of the directors in accordance with that section. Subject where applicable to such disclosure a director may vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company and regulation 94 shall not apply to the company.

17. If one or more directors are communicating with one or more directors by telephone, television or a similar audio visual communications system, and each such director so agrees, then, subject to the Act and the other provisions of these articles, those communications may be treated as a valid meeting of directors at which each such director is present.

OFFICIAL SEAL FOR USE ABROAD

18. The company may have an official seal for use abroad under the provisions of the Act, where and as the directors shall determine, and the company may be writing under the common seal appoint any agent or agents, committee or committees abroad to be the duly authorised agents of the company, for the purpose of affixing and using such official seal, and may impose such restrictions on the use thereof as may be thought fit. Wherever in these articles reference is made to the common seal of the company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

NOTICES

19. Any notices to be given pursuant to these articles may be given by telex or facsimile transmission to the telex or facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the answerback or transmission report received by the sender.

20. Any notice or other document delivered to or left at a registered address otherwise than by post shall be deemed to have been given at the time it was so delivered or left.

INDEMNITY

21. Subject to the provisions of the Act, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, auditor, secretary or other officer of the company shall be indemnified out of the assets of the company against all costs, charges, losses, expenses and liabilities incurred by him in relation to the execution and discharge of the duties of such office. Regulation 118 shall be extended accordingly.

"2.1 The authorised share capital of the Company on the date that this Resolution is passed is £1,980,150 divided into 5,150 Ordinary shares of £1 each (the "Ordinary Shares"), 40,000 "A" Preference Shares of £1 each (the ""A" Preference Shares"), 10,000 "B" Preference Shares of £1 each (the ""B" Preference Shares") , 1,125,000 "C" Preference Shares of £1 each (the ""C" Preference Shares"), 500,000 "D" Preference Shares of £1 each (the "D" Preference Shares) and 300,000 "E" Preference Shares (the "E" Preference Shares).

(b) by amending the last sentence of Article 2.2 to read as follows:

"The "A" Preference Shares, the "B" Preference Shares, the "C" Preference Shares, the "D" Preference Shares and the "E" Preference Shares (together the "Preference Shares") shall except where otherwise provided herein, confer upon the holders thereof the same rights."

(c) by inserting a new Article 2.7 as follows:


"2.7 subject to the provisions of the Companies Act 1985 (and every statutory modification or re-enactment thereof for the time being in force) any of the "E" Preference Shares may be redeemed upon written notice being served at any time after 31st October 2023 by the Company on the holders of such shares or by a holder of such shares on the Company. The Company shall pay on each of "E" Preference Shares so redeemed the sum of £1 together with any arrears or accruals of dividends on such shares calculated to the date of redemption."

3. That following the resignation of Simon Balaam as company secretary that Richard John Donner (Junior) be appointed in his place with immediate effect.

Signed by all the members of the Company who at the date of the Resolution (being the date when the Resolutions are signed by or on behalf of the last member to sign) would be entitled to attend and vote at a general meeting of the Company had the Resolutions been put to such meeting:

.....
Richard John Donner
Date of Signature:

.....
Richard John Donner Jnr
Date of Signature:


.....
Jennie Elizabeth Armstrong
Date of Signature:
14 July 2020

.....
Cathy Marie Donner
Date of Signature:

Company No. 00361629

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**WRITTEN RESOLUTIONS OF WAKEFIELD SHIRT
COMPANY LIMITED (THE) (COMPANY)**

1 Pursuant to section 288 of the Companies Act 2006 (CA 2006) we, the undersigned, being the eligible members (as defined by section 289 CA 2006) of the Company, signify agreement to and pass the following as ordinary resolutions of the Company.

ORDINARY RESOLUTIONS

1 That the provisions and performance of the obligations set out in the documents listed in the Appendix to this Written Resolution (**Documents**), which the Company is proposing to enter into with HSBC UK Bank plc (**Bank**), be and are hereby approved (copies of such Documents having been supplied to the members of the Company and the Company's auditors prior to the signing of this Written Resolution), (subject to such changes as the Company's directors, in their absolute discretion, think fit).

2 That, notwithstanding any provisions of the Company's memorandum and articles of association or any personal interest of any of the Company's directors, the Company's directors and/or secretary be and are hereby authorised and directed to execute, deliver and perform the obligations set out in the Documents and give or execute any or all notices, communications or other documents on behalf of the Company pursuant to or in connection with each of the Documents (in such manner and subject to such changes as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such document)).

Signature: Signature:

Name: **Richard John Donner**

Name: **Richard John Donner Jr**

7 To be valid, this document must be received no later than 2020.

8 If this document is not received by this time your vote will not count. Unless sufficient eligible members sign and return this document by that deadline, the proposed written resolution will lapse.

9 Please note that it is not possible to withdraw your consent once this document, signed by you or on your behalf, has been duly received.

The Appendix

Documents

10 An amendment letter to be made between the Company and the Bank, amending the terms of a facility letter dated 7 October 2014 between the Company and the Bank (**Facility Letter**), as amended by a letter of variation dated 30 November 2018, pursuant to which the Bank agreed to make available to the Company a £2,000,000 term loan facility; and

11 a security confirmation deed to be given by the Company and the following of the Company's subsidiaries WM Sugden & Sons Limited, Threadneedle Company Image Limited and Double Two Limited in favour of the Bank in relation to existing security and a cross guarantee granted in favour of the Bank pursuant to the Facility Letter.

THE WAKEFIELD SHIRT COMPANY LIMITED

(Registered in England – No. 361629)

WRITTEN RESOLUTIONS

(Passed July 2020)

Pursuant to section 381A Companies Act 1985 the following Resolutions are hereby passed as Special Resolutions:

SPECIAL RESOLUTIONS

1. That the Memorandum of Association of the Company be altered by deleting the existing clause and replacing it with the following new clause:

“5 The share capital of the Company is £1,980,150 divided into 40,000 “A” Preference Shares of £1 each, 10,000 “B” Preference Shares of £1 each, 1,125,000 “C” Preference Shares of £1 each, 500,000 “D” Preference Shares of £1 each, 300,000 “E” Preference Shares and 5,150 Ordinary Shares of £1 each, and such Preference Shares shall confer the right, in the case of the “A” Preference Shares and “B” Preference Shares, to a fixed non-cumulative preferential dividend of 8½ per cent, per annum and, in the case of the “C” Preference Shares “D” Preference Shares and “E” Preference Shares, to a fixed cumulative net preferential dividend of 6 per cent, per annum (payable quarterly in arrears on the last days of February, May, August and November, the first such payment to be made on 31st August 1997 for “C” Preference Shares, 28th February, 2019 for the “D” Preference Shares and 30th November, 2020 for “E” Preference Shares) upon the capital for the time being paid up or credited as paid up thereon, and the right in a winding-up in the case of the “A” Preference Shares and the “B” Preference Shares to a return of the capital paid up or credited as paid up thereon and in the case of the “C” Preference Shares, the “D” Preference Shares and the “E” Preference Shares to a return of the capital paid up or credited as paid up thereon together with any accruals or arrears of dividend calculated to the date of return of the capital, before any return of capital is made on any other shares, but the holders of such Preference Shares shall not have the right to participate further in profits or assets, and upon any increase of capital the Company is to be at liberty to issue any new shares 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 rights, privileges or conditions for the time being attached to the Preference Shares in the existing capital or to any such shares of any increased capital shall not be altered or modified except in accordance with the Articles of Association of the Company.”
2. That the Articles of Association of the Company be altered as follows:
 - (a) by deleting Article 2.1 and replacing it with the following:

“2.1 The authorised share capital of the Company on the date that this Resolution is passed is £1,980,150 divided into 5,150 Ordinary shares of £1 each (the “Ordinary Shares”), 40,000 “A” Preference Shares of

£1 each (the "A" Preference Shares"), 10,000 "B" Preference Shares of £1 each (the "B" Preference Shares"), 1,125,000 "C" Preference Shares of £1 each (the "C" Preference Shares"), 500,000 "D" Preference Shares of £1 each (the "D" Preference Shares) and 300,000 "E" Preference Shares (the "E" Preference Shares).

- (b) by amending the last sentence of Article 2.2 to read as follows:

"The "A" Preference Shares, the "B" Preference Shares, the "C" Preference Shares, the "D" Preference Shares and the "E" Preference Shares (together the "Preference Shares") shall except where otherwise provided herein confer upon the holders thereof the same rights."

- (c) by inserting a new Article 2.7 as follows:

"2.7 subject to the provisions of the Companies Act 1985 (and every statutory modification or re-enactment thereof for the time being in force) any of the "E" Preference Shares may be redeemed upon written notice being served at any time after 31st October 2023 by the Company on the holders of such shares or by a holder of such shares on the Company. The Company shall pay on each of "E" Preference Shares so redeemed the sum of £1 together with any arrears or accruals of dividends on such shares calculated to the date of redemption."

3. That following the resignation of Simon Balaam as company secretary that Richard John Donner (Junior) be appointed in his place with immediate effect.

Signed by all the members of the Company who at the date of the Resolution (being the date when the Resolutions are signed by or on behalf of the last member to sign) would be entitled to attend and vote at a general meeting of the Company had the Resolutions been put to such meeting:

Richard John Donner Richard John Donner Jr

Date of Signature: Date of Signature:

Jennie Elizabeth Armstrong Cathy Marie Donner

Date of Signature: Date of Signature: 14/7/23

THE WAKEFIELD SHIRT COMPANY LIMITED

(Registered in England – No. 361629)

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(b) by amending the last sentence of Article 2.2 to read as follows:

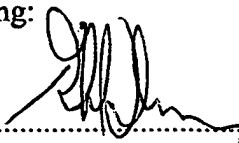
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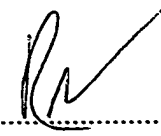
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Richard John Donner
Date of Signature: 14th July, 2020


Richard John Donner Jr
Date of Signature: 14th July, 2020

.....
Jennie Elizabeth Armstrong
Date of Signature:

.....
Cathy Marie Donner
Date of Signature: