

Filing Fee \$150.00

State of Rhode Island and Providence Plantations

OFFICE OF THE SECRETARY OF STATE

CORPORATIONS DIVISION
100 NORTH MAIN STREET
PROVIDENCE, RI 02903

Corp. I.D. #

96832

BUSINESS CORPORATION

ORIGINAL ARTICLES OF INCORPORATION

The undersigned acting as incorporator(s) of a corporation under Chapter 7-1.1 of the General Laws, 1956, as amended, adopt(s) the following Articles of Incorporation for such corporation:

FIRST. The name of the corporation is AVC, INC.

~~(A close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended) (strike if inapplicable)~~

SECOND. The period of its duration is (if perpetual, so state) Perpetual

THIRD. The purpose or purposes for which the corporation is organized are:

1. To engage in the business of manufacturing, selling at wholesale or retail, and otherwise dealing in shoe findings, trimmings, buckles, ornaments and the like, which are used by shoe manufacturers in the finishing of their shoes, and
2. To do any and all acts and things usual, necessary, convenient, incidental, profitable, appurtenant, advantageous, or lawful with reference to or resulting from or in any way connected with the foregoing, directly or indirectly.

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By

[Signature]
199413

FOURTH. The aggregate number of shares which the corporation shall have authority to issue is:

(a) *If only one class:* Total number of shares1,000 Common Stock, \$1.00 Par Value

(If the authorized shares are to consist of one class only, state the par value of such shares or a statement that all of such shares are to be without par value.)

or

(b) *If more than one class:* Total number of shares

(State (A) the number of shares of each class thereof that are to have a par value and the par value of each share of each such class, and/or (B) the number of such shares that are to be without par value, and (C) a statement of all or any of the designations and the powers, preferences and rights, including voting rights, and the qualifications, limitations or restrictions thereof, which are permitted by the provisions of title 7 of the General Laws in respect of any class or classes of stock of the corporation and the fixing of which by the articles of association is desired, and an express grant of such authority as it may then be desired to grant to the board of directors to fix by vote or votes any thereof that may be desired but which shall not be fixed by the articles.)

FIFTH. Provisions (if any) dealing with the preemptive right of shareholders pursuant to §7-1.1-24 of the General Laws, 1956, as amended:

None.

SIXTH. Provisions (if any) for the regulation of the internal affairs of the corporation:

See attached.

SEVENTH. The address of the initial registered office of the corporation is Fleet Center, Suite 1252, 50 Kennedy Plaza, Providence, RI 02903 (add Zip Code) and the name of its initial registered agent at such address is:

GUIDO R. SALVADORE, ESQ.


Signature of registered agent

EIGHTH. The number of directors constituting the initial board of directors of the corporation is One and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

(If this is a close corporation pursuant to §7-1.1-51 of the General Laws, 1956, as amended, state the name(s) and address(es) of the officers of the corporation.)

Name	Address
Guido R. Salvatore	Fleet Center, Suite 1252 50 Kennedy Plaza Providence, RI 02903


NINTH. The name and address of each incorporator is:

Name	Address
Guido R. Salvatore	Fleet Center, Suite 1252 50 Kennedy Plaza Providence, RI 02903

TENTH. Date when corporate existence to begin (not more than 30 days after filing of these articles of incorporation):

Upon filing

Dated September 15, 1997


Signature of each incorporator

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

} In the City
of ~~Town~~

of

in said county this 15th day of September, A.D. 1997

then personally appeared before me GUIDO R. SALVADORE

each and all known to me and known by me to be the party
instrument, and they ~~severally~~ acknowledged said instrument by ~~them~~
their free act and deed. him
his

Linn Walker
Notary Public

SIXTH:

1. Restrictions on Transfer; Offer to the Corporation. Except for transfer on the death of a stockholder to the proper representative of his estate, no shares owned by a stockholder (which shall herein be deemed to include those now owned and hereafter in any manner acquired) shall be transferred, sold, assigned, pledged or in any other manner, directly or indirectly, disposed of or encumbered by any stockholder, the representative of his estate, any receiver, trustee in bankruptcy or representative of the creditors of any such stockholder, or by the grantee or assignee of any shares sold on execution or otherwise, except as is herein provided. In the event that any stockholder or any representative of him as aforesaid wishes to dispose of any shares of the Corporation owned by him, he shall first offer such shares for sale in writing to the Corporation on the same terms and conditions as it is proposed that such shares are to be disposed of to a third person, for a period of fifteen (15) days.

2. Stockholders' Option. In the event that the Corporation shall not purchase all or any part of the shares offered under Section 1, the other stockholders shall have an option, exercisable within twenty (20) days of the date of the expiration of the offer to the Corporation (hereinafter the "Stockholders' Option Period"), to purchase, ratably according to their respective holdings of shares of the Corporation, all or part of the shares not purchased by the Corporation at the price at which they were offered to the Corporation and on the same terms and conditions. The stockholder intending to sell shall give the other stockholders written notice of their option under this Section mailed no later than one business day after the expiration of the option hereinbefore given to the Corporation. Any shares not finally purchased by the Corporation and the other stockholders may be sold without restriction for a period of thirty (30) days after the expiration of the Stockholders' Option Period to any other person, including the other stockholders, at a price not less than the price at which the shares were offered to the Corporation, on the same terms and conditions and, if the shares are not sold or transferred within such period, the subsequent transfer or sale of the shares shall again be subject to these restrictions.

3. Acceptance of Offer; Exercise of Options; Payment. Acceptance of any offer made hereunder shall be by delivering in person or by mailing postage prepaid a written notice thereof to the selling stockholder or his representative. Payment by the Corporation or other stockholder to the selling stockholder shall be made at the principal office of the Corporation within seven (7) days after the delivery or mailing of such acceptance, on such business day as may be specified therein for delivery of the shares duly endorsed for transfer.

4. Failure to Deliver Certificates. If for any reason said purchase price when tendered as aforesaid is not accepted, or the shares are not duly delivered, the Corporation or the other stockholder who is purchasing said shares may deposit or cause to be deposited with any bank or trust company in the City of Providence, Rhode Island, for the account of the selling stockholder or his representative, the amount of the purchase price, in which event the said purchaser shall give notice to the selling stockholder or his representative, stating the place and amount of such deposit, and advising him that such deposit will be payable to the selling stockholder or his representative upon surrender of the certificates representing the shares purchased thereby duly endorsed for transfer. Upon making such deposit, all rights of the selling stockholder or his representative, in law

and in equity, to said shares, shall cease, and said shares shall be and become the property of the said purchaser. The Corporation is then hereby authorized and directed to cause said shares so purchased to be cancelled on its stock books and, if another stockholder is the purchaser, to issue to such stockholder new certificates representing the shares so purchased. Any such shares purchased or redeemed by the Corporation may be cancelled and retired or held by the Corporation as Treasury Stock.

5. Violation of Restrictions; Waiver of Restrictions; New Stockholders; Notice on Certificates.

(a) Transfer in Violation of These Restrictions. No transfer of any shares made in violation of these restrictions shall be recognized in any way by the Corporation or recorded in its stock books. No dividends shall be paid on such shares and they may not be voted.

(b) Waiver of Restrictions. The foregoing restrictions may be waived by the Board of Directors upon the written request of a stockholder, except that a waiver by the Board of Directors will only be effective as to a particular transaction and, after transfer, the shares affected will continue to be subject to these restrictions.

(c) New Stockholders; Notice on Certificate. All shares issued by the Corporation and all shares subsequently transferred on the books of the Corporation shall be subject to these restrictions and all certificates representing shares of the Corporation shall contain the following legend:

"Any transfer, sale, assignment, pledge or other disposition or encumbrance of the shares of common stock evidenced by this Certificate is subject to restrictions, a copy of which will be provided free of charge upon the written request therefor by a stockholder."

6. Death of Stockholder. Upon the death of a stockholder the Corporation shall have the option, during the 12-month period following the death of such stockholder, to acquire all of the shares of the Corporation held by such stockholder at the time of his death. If, during such 12-month period, the Corporation wishes to exercise this option, it shall give written notice to the representative of the deceased stockholder's estate, setting forth the price per share at which the Corporation is willing to acquire the shares held by such stockholder at the time of his death, together with the name of one arbitrator. If the representative of the deceased stockholder's estate is willing to accept the Corporation's offer, such representative shall notify the Corporation within five (5) business days after receipt of the offer. Thereupon, the shares of the deceased stockholder shall be redeemed pursuant to the provisions contained in Sections 3 and 4 above. If the representative of the deceased stockholder's estate does not choose to accept the offer of the Corporation, said representative shall, within five (5) business days after receipt of the offer, set forth in writing the price which said representative is willing to accept, together with the name of a second arbitrator. Within five (5) business days after receipt of the foregoing written notice by the representative of the deceased stockholder's estate, the Corporation shall either accept the offer of the said representative and thereupon the provisions of Sections 3

and 4 above shall be followed, or the Corporation shall notify the representative of the deceased stockholder's estate that the price is not acceptable, and that the issue as to the price the Corporation should pay to redeem the deceased stockholder's shares should be referred to arbitration pursuant to Section 7 below.

7. Arbitration. If the determination of the price to be paid by the Corporation for the shares of a deceased stockholder is to be referred to arbitration as is provided in Section 6 above, the two arbitrators designated by the Corporation and the representative of the deceased stockholder's estate shall, within ten (10) days after it has been determined that arbitration is necessary, meet, and either agree upon the per share price at which the shares are to be redeemed, or, if they fail to agree, the said two arbitrators shall select a third arbitrator within ten (10) days thereafter to act with them as a board of arbitration, and the decision of a majority of the board of arbitration shall be reported to the Corporation and the representative of the estate of the deceased stockholder within fifteen (15) days after the selection of the third arbitrator. If the arbitrators nominated by the Corporation and the representative of the estate of the deceased stockholder cannot agree upon a third arbitrator, such third arbitrator shall be appointed by the American Arbitration Association upon application of either of the said arbitrators nominated by the Corporation and the representative of the estate of the deceased stockholder. Within fifteen (15) days after the receipt of the written report of the board of arbitration, the Corporation shall either elect to redeem the shares of the deceased stockholder at the price determined by the board of arbitration (or a majority thereof), in which case the provisions of Sections 3 and 4 above shall be followed, or the Corporation shall give written notice to the representative of the estate of the deceased stockholder that it does not choose to redeem the shares at the price determined as aforesaid, after which the representative of the estate of the deceased stockholder may cause the shares to be distributed to the heirs or legatees of the deceased stockholder as may be appropriate. In the event of any sale by the representative of the estate of the deceased stockholder to a third person, of the shares of the Company held by such deceased stockholder, the provisions of Sections 1 and 2 above shall be applicable rather than the provisions of Section 6 above.

8. Amendment of the Articles of Incorporation. Prior to the issuance of any stock of the Corporation, the incorporators may amend the articles of incorporation by the unanimous vote of said incorporators either by addition to its corporate powers and purposes, or by diminution thereof; or by substituting other powers and purposes, in whole or in part, for those set forth in the articles of incorporation; or by changing its corporate name; or by increasing or decreasing its authorized capital stock, or any class thereof; or by changing the number and par value of the shares of its capital stock or of any class thereof; or by creating new classes of stock; or by otherwise changing the kinds, classes and voting powers of its capital stock; or by making any other changes or alterations in its articles of incorporation; provided that no such amendment, change or alteration shall contain any provision which could not lawfully be contained in the original articles of incorporation under Chapter 7-1.1 of

the General Laws of Rhode Island filed at the time of filing such amendment; and provided, further, that no such amendment, change or alteration shall shorten the period of duration of such corporation.

9. Action pursuant to Section 7-1.1-30.3 of the General Laws of Rhode Island. Action by the stockholders pursuant to Section 7-1.1-30.3 of the General Laws of Rhode Island, 1956, as amended, is hereby authorized.

10. Limitation on Liability of Directors. No director of this Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a Director notwithstanding any provision of law imposing such liability; provided, however, that this Paragraph shall not eliminate or limit any liability of a Director (i) for any breach of the Director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for liability under Section 7-1.1-43 of the General Laws of Rhode Island, or (iv) with respect to any transaction from which the Director derived an improper personal benefit.

The provisions of this Paragraph shall not eliminate or limit the liability of a Director of this Corporation for any act or omission occurring prior to the date on which these articles of incorporation became effective. No amendment or repeal of this Paragraph shall adversely affect the rights and protection afforded to a Director of this Corporation under this Paragraph for acts or omissions occurring while this Paragraph is in effect.

Notwithstanding the foregoing provisions of this Paragraph, if the Rhode Island Business Corporation Law is subsequently amended to further eliminate or limit the personal liability of Directors or to authorize corporate action to further eliminate or limit such liability, then the liability of the Directors of this Corporation shall, without any further action of the Board of Directors or the stockholders of the Corporation, be eliminated or limited to the extent permitted by the Rhode Island Business Corporation Law as so amended.

11. Waiver of Meeting. Except as otherwise provided by the Rhode Island Business Corporation Act (the "Act"), any action required or permitted to be taken at a meeting of shareholders by the Act, by these Articles of Incorporation or by the By-Laws of the Corporation may be taken without a meeting upon the written consent of less than all the shareholders entitled to vote thereon if the shareholders who so consent would be entitled to cast at least a minimum number of votes which would be required to take such action at a meeting at which all shareholders entitled to vote thereon are present.