

APPROVED AS
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Certificate No. 543872.

The Companies Act, 1948.

Thore
COMPANY SECRETARY
8 JANUARY 1996

COMPANY LIMITED BY SHARES.

Memorandum

AND

Articles of Association

OF

EGERTON-DOWLING LIMITED

AS AMENDED BY SPECIAL RESOLUTION

PASSED ON 8 JANUARY 1996

Incorporated this 28th day of January, 1955.



The Companies Act, 1948.

APPROVED AS
LATEST COPY

J. E. S. J.
COMPANY SECRETARY
8 JANUARY 1996

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

EGERTON-DOWLING LIMITED

1. The name of the Company is EGERTON-DOWLING 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 business as designers, manufacturers, dealers and consultants of, and in, containers, packages and devices of all kinds used for the packing, transportation and application of goods, and as manufacturers, buyers, and sellers, licensees and licensors, distributors, importers and exporters of, and wholesale and retail dealers in, soaps lotions, creams, compounds, detergents dyes, perfumes, powders, and cosmetic, proprietary, domestic and toilet articles and goods of all kinds, and to carry on business as manufacturing, wholesale and retail chemists, and as advisers, inventors and consultants.
 - (B) To carry on business as advertising and publicity agents, window display manufacturers and to carry on coupon or prize schemes, competitions, exhibitions and any other operation or activity calculated to further the Company's business.
 - (C) To carry on such other business or trade whether as principals, managers or agents, and to undertake any agencies in connection therewith as are capable of being conveniently carried on in conjunction with the aforementioned objects or calculated directly or indirectly to be of benefit to the Company.

- (D) To carry on the business of merchants, traders, agents, importers and exporters and dealers in all kinds of goods and stores of all kinds, wholesale and retail.
- (E) To develop the resources of any property for the time being belonging to the Company in such manner as the Company may think fit.
- (F) To manage, purchase or otherwise acquire, take on lease or hire lands, houses, buildings, easements, properties, chattels, rights, secret processes, inventions, patents, copyrights, designs and trademarks or all or any of the business, property and liabilities of any person or company carrying on any business similar to that which this Company is authorised to carry on, or possessed of property suitable for the purpose of the Company, and pay for any assets acquired by the Company by shares, debenture, bonds, cash, or otherwise, either in this or any other company, whether fully paid or otherwise.
- (G) To form, promote, subsidise and assist companies, syndicates or partnerships of all kinds, and to issue on commission or otherwise underwrite, subscribe for, and take or guarantee the payment of any dividend or interest on any shares, stocks, debentures or other capital, or securities, or obligations of any such companies, syndicates or partnerships, and to pay or provide for brokerage, commission and underwriting in respect of any such issue.
- (H) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, reciprocal concessions, or otherwise, with any person or company, carrying on business within the objects of this Company.
- (I) To work, improve, manage, develop, lease, mortgage, charge, pledge, turn to account or otherwise deal with all or any part of the property of the Company, and to sell the property, business or undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company.
- (J) To construct, erect, maintain, alter, replace or remove, any buildings, works, offices, erections, plant, machinery, tools, or equipment, as may seem desirable for any of the business or in the interests of the Company, and to manufacture, buy, sell and generally deal in any plant, tools, machinery, goods or things of any description which may be conveniently dealt with, in connection with any of the Company's objects.

- (K) To borrow and raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, mortgages, charges, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and undertaking, including its uncalled capital.
- (L) To make, draw, accept, indorse and negotiate bills of exchange or other negotiable instruments.
- (M) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company, and to pay commissions to and remunerate any person or company for services rendered in placing or assisting to place, any of the shares in the Company's capital, or any debentures or other security of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (N) To make donations to such persons, and in such cases, and either of cash or other assets, as the Company may think directly or indirectly conducive to any of its objects, or otherwise expedient.
- (O) To distribute among the members in specie any property of the Company or any proceeds of sale, disposal, or realisation of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (P) To subscribe for, purchase or otherwise acquire, take, hold, or sell any shares or stock, debentures or debenture stock, or other securities, or obligations of any company, and to invest or lend any of the monies of the Company not immediately required for its operations in such manner, with or without security, as the Directors may determine.
- (Q) To procure the Company to be registered or recognised in any country or place abroad.
- (R) To appoint any person or persons, firm or firms, company or companies, to be the agent or agents of the Company, and to act as agents, managers, secretaries, contractors or similar capacity.
- (S) To give credit to, or guarantee, or become security for or for the performance of any contract by any person, firm, company, association or society which may be desirable in the interests of the Company.

- (r) To insure the life of any person who may, in the opinion of the Company, be of value to the Company, as having or holding for the Company, interests, goodwill, or influence or other assets, and to pay the premiums on such insurance.
- (u) To grant pensions or gratuities 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.
- (v) To do all or any of the above things, in any part of the world, and either as principals, agents, contractors, trustees, or otherwise, and either alone or in conjunction with others.
- (w) To do all such acts or things as are incidental or conducive to the attainment of the above objects, or any any of them.

It is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed.

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

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectfully 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 (in words)
H. W. FISHER, 36, Southampton Street, Strand, W.C.2. Chartered Accountant.	ONE
M. S. JOSEPHS, 36, Southampton Street, Strand, W.C.2. Chartered Accountant.	ONE

Dated the 20th day of January, 1955.

Witness to the above Signatures—

M. E. CHRICHTON,

17c, Primrose Gardens, N.W.3.

Secretary.

APPROVED AS LATEST

COPY

[Handwritten signature]

COMPANY SECRETARY

8 JANUARY 1996

The Companies Act, 1948.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

EGERTON-DOWLING LIMITED
(AS ALTERED BY SPECIAL RESOLUTION ON 8 JANUARY 1996) *

1. Subject as hereinafter provided the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as Table A Part II) shall apply to the Company.

2. Regulations 2, 3, 11, 24, 26, 40 to 43 (inclusive), 53, 66, 75, 84, 88 to 93 (inclusive), 107, 108, 110, the proviso to regulation 79 and the second sentences of regulations 95 and 97 of Part I of Table A in the First Schedule to the Companies Act, 1948 (hereinafter referred to as Table A Part I and regulation 3 of Table A Part II shall not apply to the Company but the Articles hereinafter contained and the remaining regulations of Table A Part I which are incorporated in Table A Part II and of Table A Part II subject to the modifications hereinafter expressed shall constitute the Articles of Association of the Company. ~~CLAUSE 133 IN TABLE A~~
~~SHALL NOT APPLY TO THE COMPANY~~
CAPITAL

3. The initial share capital of the Company is £1,000 divided into 1,000 shares of One Pound each.

SHARES

4. The shares of the Company whether forming part of the original capital or of any increased capital may be allotted or otherwise disposed of to such persons and for such consideration and upon such terms as the Directors may determine subject in the case of any shares forming part of any increased capital to such directions as to the allotment or disposal thereof as may be given by the Company in general meeting at the time of the creation of such shares and subject also to the provisions of Regulation 2 of Part II of Table A.

5. Subject to the provision of Section 58 of the Act any Preference Shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed.

LIEN.

6. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either alone or jointly with any other person, for his debts, liabilities and engagements, whether solely or jointly with any other

person, to or with the Company, whether the period for payment, fulfilment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provisions of this Article.

TRANSFER AND TRANSMISSION OF SHARES.

7. Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, husband, wife, nephew or niece of such member and any share of a deceased member may be transferred to any such relative as aforesaid of the deceased member or to the executors or administrators of any such deceased member. Any share standing in the name of the trustees of the Will of any deceased member or of a family settlement created by a member may be transferred upon any change of Trustees to the Trustees for the time being of such Will or settlement or to a person to whom the deceased member would have been entitled to transfer the same during his life. A share may at any time be transferred to any member of the Company.

8. Save as hereby otherwise provided, no share shall be transferred to any person who is not a member of the Company so long as any member is willing to purchase the same at the fair value which shall be determined as hereinafter provided.

9. In order to ascertain whether any member is willing to purchase a share at the fair value, the person, whether a member of the Company or not, proposing to transfer the same (hereinafter called "the retiring member") shall give a notice in writing (hereinafter referred to as "a sale notice") to the Company that he desires to transfer the same. Every sale notice shall specify the denoting numbers (if any) of the shares which the retiring member desires to transfer, and shall constitute the Company the agent of the retiring member for the sale of such shares to any member of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors. Every sale notice shall state the price which in the opinion of the retiring member is the fair value of the shares comprised therein.

10. If the Company shall within twenty-eight days after the service of a sale notice find a member (hereinafter called "a purchasing member") willing to purchase any share comprised therein and shall give notice thereof to the retiring member the retiring member shall be bound upon payment of the fair value to transfer the share to such purchasing member who shall be bound to complete the purchase within seven days from the service of such last mentioned notice. The Directors shall with a view to finding a purchasing member offer any shares comprised in a sale notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company and shall limit a time not exceeding twenty-eight days within which such offer if not accepted will be deemed to be declined, and the Directors shall make such arrangements as regards

the finding of a purchasing member for any shares not accepted by a member to whom they shall have been so offered as aforesaid within the time so limited as they shall think just and reasonable.

11. The fair value of any share comprised in a sale notice shall, in the case of a purchasing member agreeing thereto, be the price mentioned in the sale notice and in every other case shall be the sum certified by the Auditors for the time being of the Company as being the fair value of such share, and such certificate shall be final and binding on the retiring member, the purchasing member and the Company and in certifying as aforesaid the Auditors shall be acting as experts and not as arbitrators.

12. In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may authorise some person to execute a transfer of the shares to the purchasing member and may give a good receipt for the purchase price of such shares, and may register the purchasing member as holder thereof and issue to him a certificate for the same, and thereupon the purchasing member shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares, and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

13. If the Directors shall not, within the space of twenty-eight days after service of a sale notice, find a purchasing member for all or any of the shares comprised therein and give notice in manner aforesaid, or if, through no default of the retiring member, the purchase of any shares in respect of which such last-mentioned notice shall be given shall not be completed within twenty-one days from the service of such notice, the retiring member shall, at any time within six months thereafter, be at liberty, subject to Article 14 hereof, to sell and transfer the shares comprised in his sale notice (or such of them as shall not have been sold to a purchasing member) to any person and at any price.

14. The Directors may in their discretion and without assigning any reason, refuse to register a transfer of any share to any person whom it shall in their opinion be undesirable in the interests of the Company to admit to membership, but (subject to the provision of regulation 2 of Table A Part II) such right of refusal shall not be exercisable in the case of a transfer made pursuant to Article 7 hereof. The Directors may however refuse to register any transfer for the purpose of ensuring that the number of members does not exceed the limit prescribed by regulation 2 of Table A Part II or any transfer of shares on which the Company has a lien. If the Directors refuse to register a transfer of any shares they shall within two months of the date on which the transfer was lodged with the Company send to the transferee notice of such refusal as required by Section 78 of the Act.

15. The proviso to regulation 32 of Table A Part I shall be omitted.

PROCEEDINGS AT GENERAL MEETINGS.

16. The words "the appointment of and" shall be omitted from regulation 52 of Table A Part I.

DIRECTORS.

17. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall be not less than two nor more than five. The first Directors shall be appointed by the subscribers to the Memorandum of Association or a majority of them.

POWERS AND DUTIES OF DIRECTORS.

18. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in manner required by Section 199 of the Act. A Director may vote in respect of any such contract or proposed contract and if he do so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.

19. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

20. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as Auditor of the Company.

21. The office of Director shall be vacated if the Director:—

- (a) Ceases to be a Director by virtue of Section 182 of the Act.
- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act, or
- (d) Becomes of unsound mind, or
- (e) Resigns his office by notice in writing to the Company.

MANAGING DIRECTORS AND MANAGERS.

22. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment. A Director so appointed shall not whilst holding any such office be subject to retirement by rotation or be taken into account in determining the number of Directors to retire by rotation or the rotation of retirement of Directors but his appointment shall subject to the payment to him of such compensation or damages as may be payable to him by reason thereof be automatically determined if he cease from any cause to be a Director.

23. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way or partly in another) as the Directors may determine.

PROCEEDINGS OF DIRECTORS.

24. A Director may appoint any person (including another Director) to act as an alternate Director for him at any meeting or meetings of the Directors which he shall for any reason be unable to attend. Any person appointed an alternate Director shall whilst so acting have the same powers and duties as the Director appointing him and any Director appointed an alternate Director shall at any meeting of the Directors have an additional vote for each Director for whom he shall be acting as alternate. The appointment of a person as an alternate Director shall be by notice in writing to the Company under the hand of the appointor and any such appointment may be revoked by like notice and any such notice shall have effect forthwith on the receipt thereof by the Company.

SECRETARY.

25. Lawson (London) Limited shall be the first Secretary of the Company. Any Secretary for the time being of the Company may subject to the terms of any agreement between him and the Company be removed by the Directors and another appointed in his place. The Secretary may be appointed for such term at such remuneration and on such terms as the Directors may think fit. If at any time there shall be no Secretary or for any reason no Secretary capable of acting the Directors may appoint an assistant or deputy Secretary.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

H. W. FISHER,
36, Southampton Street,
Strand, W.C.2.
Chartered Accountant.

M. S. JOSEPHS,
36, Southampton Street,
Strand, W.C.2.
Chartered Accountant.

Dated the 20th day of January, 1955.

Witness to the above Signatures :

M. E. CHRICHTON,
17c, Primrose Gardens, N.W.3.
Secretary.