

Company No. 02767620

Written Resolutions of Mary Kay Cosmetics (U.K.) Limited (the "Company")

Circulation Date: 27/10/2014

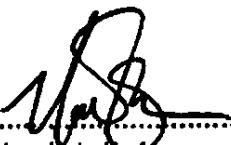
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, it is proposed that the following special resolution (together the "Resolution") be passed:

Special Resolution

1. To adopt articles in the form of the document attached as the new articles of association of the Company in substitution for and to the exclusion of all other articles of association with effect from the date on which this resolution is passed

Please read the Notes below before signifying your agreement to the Resolution.

The undersigned, being an "eligible member" (as defined in Section 289 of the Companies Act 2006) and entitled to vote on the Resolution on the circulation date specified above, irrevocably agrees to the Resolution:


.....
For and on behalf of
Mary Kay Inc

Date: 27/10/ 2014

WEDNESDAY



A35 *A3JJ666R* #299
29/10/2014
COMPANIES HOUSE

NOTES:

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

By hand or by post delivering the signed copy to Moqing Wang, Fieldfisher, 5th Floor, Free Trade Exchange, 37 Peter Street, Manchester M2 5GB

Post returning the signed copy by post to Moqing Wang at Fieldfisher, 5th Floor, Free Trade Exchange, 37 Peter Street, Manchester M2 5GB

Email. attaching a scanned copy of the signed document to an email and sending it to Moqing Wang@fieldfisher.com

- 2 If you do not agree to the Resolution, you do not need to do anything and you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 Unless by the end of the period of 28 days beginning with the circulation date sufficient agreement has been received for the Resolutions to be passed, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches the Company before or during this date

Company Number 02767620

A Private Company Limited by Shares

**Articles of Association of Mary Kay
Cosmetics (U.K.) Limited**

Adopted by Special Resolution on 27 October 2014

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Company No 02767620

A Private Company Limited by Shares

Articles of Association of Mary Kay Cosmetics (U.K.) Limited

(Adopted by Special Resolution on 27 October 2014)

1. Interpretation

1.1 In these Articles, unless the context requires otherwise.

"Act" means the Companies Act 2006, as amended, extended, consolidated or re-enacted from time to time,

"Business Day" means a day (other than a Saturday or Sunday) when clearing banks are open for general business in London,

"Electronic means" has the meaning given in Section 1168 of the Act, and

"Eligible Director" means a director who would be entitled to vote on a matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

"Model Articles" means the model articles for private companies limited by shares set out at Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as in force on the date when these Articles become binding on the Company, and reference to a numbered Model Article is to the relevant article of the Model Articles

1.2 In these Articles, unless the contrary intention appears, any reference to the singular includes the plural and vice versa and reference to any gender includes the other genders

2 Applicability of Model Articles

2.1 The Model Articles apply to the Company save as inconsistent with these Articles

2.2 Save as otherwise provided in these Articles, words and expressions which have particular meanings in the Model Articles have the same meanings in these Articles.

2.3 The objects of the Company shall be unrestricted

3 Decision-Making by Directors

3.1 Decisions of the directors must:

- (a) be a majority decision taken at a directors' meeting, or
- (b) take the form of a resolution in writing, copies of which have been signed by a majority of eligible directors or to which a majority of eligible directors has otherwise indicated agreement in writing, provided that the eligible directors signing or indicating agreement to the resolution would have formed a quorum at a directors' meeting

- 3.2 References in Article 3 1(a) to eligible directors are to directors that would have been entitled to vote on the matter and have their votes counted if it had been proposed as a resolution at a directors' meeting
- 3.3 Model Articles 7(1) and 8 do not apply
- 3.4 Notice of a directors' meeting (or any adjournment thereof) given to a director by electronic means, if sent to an electronic address provided by the director for the purpose, is deemed to have been received by the director one hour after it was sent
- 3.5 Entitlement to notice of a directors' meeting may be waived by a director by giving notice to that effect to the Company at any time before or after the meeting and such waiver does not affect the validity of the meeting or of any business conducted at it Model Article 9(4) does not apply
- 3.6 Directors may participate in 'a directors' meeting by means of a conference telephone, video conferencing facility or similar communications equipment which allows all persons participating in the meeting to hear each other If all the directors participating in a meeting are not in the same place, the meeting is to be treated as taking place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is Model Article 10 does not apply
- 3.7 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting. The quorum for a directors' meeting is two directors Model Article 11 does not apply
4. Directors' Interests
- 4.1 A director, notwithstanding his office and that in this situation he has, or can have, a direct or indirect interest or duty that conflicts, or possibly may conflict, with the interests of the Company, may be:
- (a) appointed as director of the Company by notice in writing by any shareholder in accordance with these Articles;
 - (b) a shareholder or an employee or director or other officer of, or otherwise engaged by or interested in, any shareholder,
 - (c) an employee or director or other officer of any subsidiary of the Company or any body corporate in which the company is otherwise interested,
 - (d) a beneficiary of any trust or trusts established for the benefit of employees and directors or former employees and directors of the Company.
- 4.2 The directors shall have power, in accordance with this Article 4, to authorise (an "Authorisation") any other matter which would or might give rise to any breach of the duty of a director under Section 175 of the Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company For this purpose any reference to a conflict of interest includes a conflict of interest and duty and a conflict of duties

An Authorisation may be proposed to and resolved on by the directors in accordance with these Articles in the same way as any other matter but shall only be effective where

- (a) reasonable details of the matter or situation to which the Authorisation relates were disclosed to the directors; and
 - (b) in accordance with Section 175(6) of the 2006 Act, any requirement as to the quorum at the meeting at which the Authorisation is considered is met without counting the director in question or any other interested director and the Authorisation was agreed to without their voting or would have been agreed to if their votes had not been counted.
- 4.3 An Authorisation may be given subject to such terms and conditions as the directors may determine at their absolute discretion (including as to the period, extent and scope of the Authorisation, participation by the director in question in the decision making process where a decision of the directors is concerned with the matter to which the Authorisation relates and the disclosure and use of confidential information).
- 4.4 The directors may revoke or vary an Authorisation at any time, but this shall not affect anything previously done or omitted to be done by the relevant director in accordance with the terms of the Authorisation.
- 4.5 A director shall not be in breach of any duty he owes to the Company by virtue of the fact that pursuant to the terms of an Authorisation (for so long as he reasonably believes the matter to which the Authorisation relates subsists) he:
 - (a) absents himself from meetings of the directors or other proceedings of the directors at which the matter to which the Authorisation relates will or may be discussed, or
 - (b) makes arrangements not to receive, or refrains from considering, any documents relating to the matter to which the Authorisation relates, or makes arrangements for a professional adviser to receive any such documents on his behalf.
- 4.6 A director may from time to time disclose to any shareholder who has appointed him such information concerning the business and affairs of the Company as he sees fit.
- 4.7 A director is not required to disclose to the Company any confidential information he obtains in any capacity described in Article 4.1(a) or 4.1(b) or in relation to any matter to which an Authorisation relates, or to apply any such information in performing his duties as a director of the Company, if to do so would result in a breach of a duty or obligation of confidence owed by him
- 4.8 A director shall not be liable to account to the Company for any remuneration, profit or other benefit he derives directly or indirectly as a result of any situation described in Article 4.1 or (save as provided by the Authorisation) resulting from any matter to which any Authorisation relates, and no contract shall be liable to be avoided on the grounds of any such remuneration, profit or benefit
- 5 Appointment and Removal of Directors
 - 5.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by notice to the Company by a shareholder holding a majority of the total voting rights of all the shareholders having the right to vote at general meetings
 - 5.2 A shareholder holding a majority of the total voting rights of all the shareholders having the right to vote at general meetings may by notice to the Company remove from office any director (whether or not such director was appointed under Article 5.1)

- 5.3 Any appointment or removal of a director under Articles 5.1 or 5.2 must be made by notice in writing to the Company and takes effect on delivery to the registered office of the Company or at any directors' meeting or any later date specified in the notice
- 5.4 These provisions apply in addition to Model Articles 17 and 18
- 6 Alternate Directors
- 6.1 Any director (in this article 6, an "appointor") may appoint as an alternative any other director, or any other person approved by resolution of the directors, to
- (a) exercise that director's powers; and
 - (b) carry out that director's responsibilities
- in relation to taking of decisions by the Directors, in the absence of the alternative's appointor
- 6.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- 6.3 The notice must
- (a) identify the proposed alternate, and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice,
- 6.4 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor
- 6.5 Save as provided otherwise in these Articles, alternate directors
- (a) are deemed for all purposes to be directors,
 - (b) are liable for their own acts and omissions,
 - (c) are subject to the same restrictions as their appointors, and
 - (d) are not deemed to be agents of or for their appointors,
- and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member
- 6.6 A person who is an alternate director but not a director
- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - (b) may participate in a unanimous decision of the directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and
 - (c) shall not be counted as more than one director for the purposes of articles 6.6.1 and 6.6.2

- 6 7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 6 8 An alternate director is not entitled to receive any remuneration from the Company for serving as a alternate director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a director.
- 6 9 The appointment of an alternate director terminates
- (a) when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate,
 - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
 - (c) on the death of the alternate's appointor, or
 - (d) when the appointment of the alternate's appointor as a director terminates
- 7 Allotment of Shares
- 7 1 The directors shall not exercise any power to allot, or to grant rights to subscribe for or to convert any security into, shares in the Company save to the extent authorised from time to time by ordinary resolution.
- 7 2 Sections 561 and 562 of the Act do not apply to the allotment of equity securities (within the meaning given by Section 560 of the Act) by the Company.
- 8 Payment of Dividends and other Distributions
- 8 1 In Model Article 30(4), the words "the terms on which shares are issued" are replaced with "the rights attached to any shares".
- 8 2 In Model Articles 31(1)(a) to (c) (inclusive), the words "either" and "or as the directors may otherwise decide" are deleted, and in Model Article 31(d) the words "either" and "or by such other means as the directors decide" are deleted.
- 8 3 In Model Article 32(a), the words "the terms on which the share was issued" are replaced with "the rights attached to the share".
- 9 Administrative Arrangements
- 9 1 Any communication by any shareholder to any other shareholder under these Articles may be sent in any way in which the Company may from time to time send or supply anything to that other shareholder under Model Article 48(1).
- 9 2 Anything sent or supplied by the Company to a shareholder, or by a shareholder to the Company, under and in accordance with the Act, or by the Company or a shareholder under and in accordance with these Articles, is deemed to have been received by the intended recipient.

- (a) if sent by post within the United Kingdom and the sender or supplier is able to show that it was properly addressed, prepaid and posted, two Business Days after it was posted;
- (b) if sent by post from outside the United Kingdom to an address inside the United Kingdom, or from inside the United Kingdom to an address outside the United Kingdom, and the sender or supplier is able to show that it was properly addressed, prepaid and posted, five Business Days after it was posted;
- (c) if sent or supplied by electronic means and the sender or supplier is able to show that it was properly addressed, one hour after it was sent

9.3 A shareholder is entitled to inspect any of the company's accounting or other records Model Article 50 does not apply

9.4 The directors shall procure that the audited financial statements of the Company in respect of each financial year shall be delivered to each and every shareholder of the Company within 9 months of the end of the financial year