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10/3/00
The Companies Act 1985

Company Limited by Shares

ARTICLES OF ASSOCIATION

of

BENEFIT COSMETICS LIMITED
(formerly Mutanderis (346) Limited)

(Single Member Company)

Incorporated 9 February 2000

Adopted by Written Resolution dated 10 February 2000

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THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

BENEFIT COSMETICS LIMITED

1. PRELIMINARY

1.1 Table A

Subject as hereinafter provided, the Regulations contained in or made applicable by Table A in the Schedule to the Companies (Tables A - F) Regulations 1985 (hereinafter called "Table A") shall apply to the Company but in case of any variation or inconsistency between these Articles and Table A these Articles shall prevail.

1.2 Construction

In these Articles:

"the Parent" means a company which for the time being is the holder of more than 50% of the total voting rights conferred by all the shares in the share capital of the Company for the time being in issue and conferring the right to vote at all general meetings.

Statutory references are to the relevant provision as from time to time amended or re-enacted.

References to Regulations are to regulations of Table A.

1.3 Variations and Amendments

In Regulation 1, between the words "regulations" and "the Act", the words "and in any Articles adopting the same" shall be inserted.

2. CAPITAL AND SHARES

2.1 Authorised Share Capital

The authorised share capital of the Company at the date of the adoption of these Articles is £100,000 divided into 100,000 shares of £1 each all of which rank *pari passu* in all respects save as otherwise herein expressly provided.

2.2 Powers of Allotment

The Directors have no power or authority to allot, issue, dispose of or grant options or other rights over or in respect of shares without the prior sanction of the Parent and of the Company in general meeting.

2.3 Powers of Purchase and Redemption

The Company may at any time with the prior written consent of the Parent and the sanction of a special resolution purchase any of its shares subject to the provisions of the Act and may also purchase or redeem such shares otherwise than out of distributable profits or the proceeds of a fresh issue of any shares in accordance with the provisions of and subject to the conditions contained in the Act for the time being applicable.

3. LIEN

Without prejudice to the lien conferred by Regulation 8, the Company shall have a first and paramount lien on all shares for all monies presently payable by a member or his estate to the Company. The lien conferred by Regulation 8 shall attach to fully paid shares and to all shares registered in the name of any person so indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

4. CALLS

The liability of any member in default in respect of a call shall be increased by the addition of the words "and all expenses incurred by reason of such non-payment" at the end of the first sentence of Regulation 18.

5. TRANSFER OF SHARES

5.1 "Holder of the Share"

Save as hereinafter provided the Transferor of any share shall be deemed to be the holder of the share until the name of the Transferee is entered in the Register of Members in respect thereof.

5.2 Permitted Transfers

5.2.1 Any member may at any time transfer all or any of his shares to:

- (a) (in the case of a member which is a company incorporated under the Act) to its subsidiary company Provided That upon the transferee ceasing to be a subsidiary of the transferor the transferor shall unless the Parent agrees in writing take a transfer to itself of all the shares in default of which the subsidiary (or former subsidiary) holding the shares shall serve a transfer notice hereunder at their fair value; or

- (b) a company which is acquiring the whole or substantially the whole of its undertaking or assets within the course of an amalgamation or reconstruction; or
- (c) the Parent

5.2.2 A member which is the holding company of the Company as defined by the Act may at any time transfer all or any of its shares to any person or persons at any time.

5.2.3 The remaining paragraphs of this Article 5 shall not apply to any such transfers but, save as herein otherwise provided, no share shall be transferred to a person who is not a member so long as any member is willing to purchase the same at the fair value unless all members of the Company consent in writing to such transfer.

5.3 Transfer Notice Procedure

In order to ascertain whether any member is willing to purchase a share, the person proposing to transfer the same, whether or not a member of the Company (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Every transfer notice shall specify the sum which the proposing transferor fixes as the fair value and shall constitute the Company the agent of the proposing transferor for the sale of any of the shares comprised therein to any member at the price so fixed or at the option of a member desiring to purchase the same at the value certified by the auditor for the time being of the Company, who shall certify the value which in his opinion represents the fair open market value of the shares the subject of the notice. The opinion of such auditor shall be conclusive and shall be accepted by those concerned in the transfer in place of any value specified in the transfer notice. The cost of obtaining such auditor's certificate shall be borne by the proposing transferor. A transfer notice shall not be withdrawn except with the sanction of the Directors.

5.4 Pre-emption Rights

Upon receipt of a transfer notice, the Directors shall offer the shares comprised therein to the remaining members (or, if the proposing transferor is not a member, to all the members) in proportion as nearly as may be to their respective holdings of shares in the Company and shall limit a time within which such offer if not accepted will be deemed to be refused. The Directors shall, if necessary, make such further arrangements for finding a member or members willing to purchase any shares comprised in the transfer notice and not accepted as aforesaid as they shall consider fair and reasonable.

5.5 Exercise of Pre-emption Rights

If the Company shall within twenty eight days after being served with a transfer notice find a member willing to purchase any share comprised therein (hereinafter called "a purchasing member") and shall give notice thereof to the proposing transferor, the proposing transferor shall be bound upon payment of the fair value as aforesaid to transfer the share to the purchasing member, who shall be bound to complete the purchase within seven days after the service of such notice by the

Company. If more than one member shall have applied to purchase all or any of the shares comprised in the transfer notice, the same shall be allocated first to the holding company of the Company up to any maximum number of such shares for which it has applied and thereafter any balance remaining shall be allocated amongst other applicants in proportion to their respective holdings of shares in the Company.

5.6 Execution of Transfers

If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring any of the shares, the Company may receive the purchase money and the Directors shall thereupon appoint some person to execute a transfer of the shares on behalf of the proposing transferor and shall cause the name of the purchasing member to be entered in the register of members as the holder of the shares and the Company shall hold the purchase money in trust for the proposing transferor. No purchase money so held shall carry interest against the Company. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and, after his name has been entered in the register of members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

5.7 Transfers to Third Parties

If the Company shall not within the space of twenty eight days after being served with a transfer notice find a member willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within a further period of three calendar months be at liberty, subject to Article 11, to sell and transfer the shares comprised in the transfer notice (or such of them as shall not have been sold to a purchasing member) to any person and at any price in excess of the fair value.

5.8 Termination of Office

If any member has acquired any shares in the capital of the Company by reason of his office or employment in or by the Company or any subsidiary or holding or associated company of the Company then, upon his ceasing to hold such office or employment for any reason, he shall be deemed thereupon to have served a transfer notice and the foregoing provisions of this Article shall apply save that in paragraphs 5.4 and 5.6 the period of twenty eight days shall be replaced by a period of six months.

5.9 Directors Power to Refuse Registration

The Directors shall decline to register any transfer in contravention of the foregoing provisions and may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share, whether or not it is a fully paid share. They may also decline to register a transfer unless:-

5.9.1 it is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

5.9.2 it is in respect of only one class of shares;

5.9.3 it is in favour of not more than four transferees.

Regulation 24 shall not apply.

6. PROCEEDINGS AT GENERAL MEETINGS

6.1 Notice

Every notice convening a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to members in regard to their right to appoint proxies, and notices of and other communications relating to any General Meeting which any member is entitled to receive shall be sent to the Directors and to the auditor for the time being of the Company.

6.2 Absence of Quorum

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if, at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall not proceed and shall be deemed not to have been convened. Regulation 41 shall not apply.

6.3 Proxies

An instrument appointing a proxy shall be in writing in the usual common form or in any other form which the Directors may accept and:

6.3.1 in the case of an individual shall be signed by the appointor or his attorney; and

6.3.2 in the case of a corporation shall be either given under its Common Seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The Directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer. The signature on such instrument need not be witnessed.

6.4 Form of Meeting

Any meeting may be held effectively if held in a single location or in a number of locations linked by telephonic, audio or audio-visual or other equipment so that each person attending the meeting is able to hear and be heard by the other persons attending the meeting at any of its locations and so that the proceedings at each location proceed simultaneously. Participation in any such meeting in this way shall be deemed to constitute presence in person at the said meeting.

6.5 Single Member Company Provisions

If and for so long as the Company has only one member the following provisions shall apply:

- 6.5.1 one person entitled to vote upon the business to be transacted, being the sole member of the Company or a proxy for that member or (if such member is a corporation) a duly authorised representative of such member, shall be a quorum and Regulation 40 shall be modified accordingly;
- 6.5.2 the sole member of the Company (or the proxy or authorised representative of the sole member) shall be the chairman of any general meeting of the Company and Regulation 42 shall be modified accordingly; and
- 6.5.3 a proxy for the sole member of the Company may vote on a show of hands and Regulation 54 shall be modified accordingly.

6.6 Quorum

Subject to Article 6.5 above, the quorum for General Meetings of the Company shall be two members present in person or by proxy, of whom, for so long as the Company is a subsidiary of another company, at least one shall be a representative of the Company's holding company.

6.7 Written Resolutions

Any resolution of shareholders in writing shall be deemed to have been passed pursuant to Regulation 53 unless it expressly states that it is passed pursuant to a statutory provision.

7. RENOUNCEABLE ALLOTMENT LETTERS

No Renounceable Allotment Letters or other renounceable documents shall be issued by the Company in respect of the issue or offer of any shares without the sanction of a Special Resolution and the consent of the Parent.

8. DIRECTORS

8.1 Appointment

The Directors may with the prior sanction of the Parent (and shall at the direction of the Parent) from time to time appoint any person to be a Director.

8.2 No Retirement on Rotation

The Directors shall not be required to retire by rotation and accordingly:

- 8.2.1 Regulations 73 to 78 (inclusive) shall not apply to the Company; and
- 8.2.2 Regulation 79 shall end at the end of the first sentence thereof, and the succeeding sentence shall not apply to the Company.

8.3 Termination of Office

Regulation 81 shall not apply to the Company and a Director shall cease to hold office upon the occurrence of any one of the following events:

- 8.3.1 if he is prohibited by law from holding office as a director; or
- 8.3.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 8.3.3 if he becomes of unsound mind; or
- 8.3.4 if he resigns his office by written notice to the Company; or
- 8.3.5 if holding office by reason of employment or executive office with the Company or any other company which is the Parent or a subsidiary of the Parent he ceases to hold such employment or executive office; or
- 8.3.6 if he be removed from office by written notice of removal given by the Parent to the Company; or
- 8.3.7 if he be removed from office pursuant to the Act

8.4 Eligibility

Section 293 of the Act shall not apply to the Company and a person shall be capable of being appointed and continuing to hold office as a Director notwithstanding that he has attained the age of seventy or any other age and no special notice shall be required in relation to his appointment or reappointment.

8.5 Remuneration

The remuneration of the Directors shall be determined by such person as the Parent shall from time to time nominate or in default of such nomination by the Company in general meeting from time to time. Such remuneration shall be deemed to accrue from day to day. Regulation 82 shall not apply.

9. ASSISTANT DIRECTORS

9.1 Appointment

- 9.1.1 The Directors may at any time and from time to time appoint any person or persons to the office of Assistant Director. Any person appointed to such office shall not be a Director of the Company and shall not have power by virtue of this appointment to exercise any of the rights or powers of a Director of the Company, save only as may from time to time be specifically delegated to him by the Directors.
- 9.1.2 Any person appointed to the office of Assistant Director shall hold that office for so long as the Directors think fit and (regardless of any provision in any contract between him and the Company) may be removed from such office by resolution of the Directors.

- 9.1.3 The Directors may from time to time delegate to any person holding the office of Assistant Director such powers, duties and responsibilities as they shall think fit but such Assistant Director shall exercise the same in all respects subject to and in accordance with the directions of the Directors.
- 9.1.4 Any person holding the office of Assistant Director shall not be entitled to attend, speak or vote at any meeting of the Directors save at the express invitation of the Directors, but if he shall be invited to attend he shall be entitled to speak but not to vote upon any matter under discussion at the meeting attended by him. Any Assistant Director present at a meeting of the Directors shall not be counted in the quorum of Directors required for such meeting.
- 9.1.5 Any person holding the office of Assistant Director shall not be entitled to any remuneration or other benefits save only any which may be specifically agreed between the Director and the Assistant Director

10. EXECUTIVE OFFICE

10.1 Appointment

- 10.1.1 The Directors may from time to time with the sanction of the Parent, and shall upon receiving a notice in writing so to do from the Parent, appoint one or more of the Directors to be holder of any executive office including the Office of Chairman, Deputy Chairman, Chief Executive, Managing Director, Deputy Managing Director and Joint or Assistant Managing Director on such terms and for such period as may either be sanctioned by the Parent or be specified in the said notice and may with the like sanction and shall upon the like notice, without prejudice to any contract for such appointment, at any time revoke such appointment.
- 10.1.2 The appointment of any Director to the office of Chairman, Deputy Chairman, Chief Executive, Managing Director, Deputy Managing Director or Joint or Assistant Managing Director shall terminate automatically if he cease from any cause to be a Director, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.
- 10.1.3 The appointment of any Director to any executive office may be determined by the Directors if he ceases from any cause to be a Director and shall be deemed to be subject to such determination, unless the contract or resolution under which he holds office shall expressly state otherwise, in which case any such determination shall be without prejudice to any claim he may have for breach of any contract of service between him and the Company.
- 10.1.4 Regulation 84 shall not apply.

10.2 Executive Powers

The Directors may, with the sanction of the Parent, and shall, upon being directed so to do by written notice from the Parent, entrust to and confer upon a Director holding an executive office any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as may be so sanctioned or directed in such notice and either collaterally with, or to the exclusion of, their own powers and may from time to time with the like sanction, and shall upon receiving the like notice, from time to time revoke, withdraw, alter or vary all or any of such powers.

11. DIRECTORS' POWERS**11.1 Nature and Extent**

Subject to paragraph 12.2 of this Article and to Article 22, the business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in general meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act, to such regulations as may be prescribed by ordinary resolution of the Company and to such directions as may be given from time to time by the Parent, but no such regulation or direction shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made or direction had not been given, and so that (without prejudice to the personal liability of Directors acting contrary to any such regulation or direction) no third party dealing in good faith without notice of such regulation or direction shall be in any way prejudiced if the Directors shall act contrary thereto. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article. Regulation 70 shall not apply.

11.2 Limitation of Powers

Notwithstanding the preceding paragraph of this Article, the Directors shall have no power to issue shares in the capital of the Company save in accordance with Article 5 and no power to open any account with any bank without the prior written consent of the Parent.

12. BORROWING POWERS**12.1 Limitations**

Subject to any directions or limitations from time to time made or imposed by the Parent and with its prior written consent (as to which the certificate of the Secretary of the Parent shall be conclusive in favour of third parties dealing with the Company):

- 12.1.1 the Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof without limit and, subject to section 80 of the Act, 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.

- 12.1.2 the Directors may exercise the powers of the Company to give guarantees and security for the account or on behalf of third parties or otherwise become committed for the obligations of third parties.

13. PROCEEDINGS OF DIRECTORS

13.1 "Writing"

For the purpose of Regulation 93:

- 13.1.1 "Writing" shall include e-mails, facsimile transmission and any other means of reproducing words in tangible permanent form; and
- 13.1.2 a resolution shall be deemed to be signed by a director or his alternate as well if he has approved the same in writing as if he has actually signed it.

13.2 Delegation of Directors' Powers

The powers conferred by Regulation 72 may be exercised only with the prior sanction of the Parent.

14. ALTERNATE DIRECTORS

14.1 Nomination

Each Director shall have power from time to time to nominate any person approved by the Directors and by the Parent to act as his Alternate Director and at his discretion to remove such Alternate Director.

14.2 Status

An Alternate Director shall (except as regards power to appoint an Alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting at which his appointor is not present.

14.3 Voting Rights

One person may act as an Alternate Director to more than one Director and, while he is so acting, shall be entitled to a separate vote for each Director he is representing and, if he is himself a Director, his vote or votes as an Alternate Director shall be in addition to his own vote.

14.4 Appointment and Removal

Any appointment or removal of an Alternate Director may be made by facsimile transmission, e-mail or similar communications equipment or in any other manner approved by the Directors. Any facsimile transmission, e-mail or similar communication shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile.

14.5 Termination of Office

If a Director making any such appointment as aforesaid shall cease to be a Director otherwise than by reason of vacating his office at a meeting of the Company at which he is re-elected, the person appointed by him shall thereupon cease to have any power or authority to act as an Alternate Director.

14.6 Liability

A Director shall not be liable for the acts and defaults of any Alternate Director appointed by him.

14.7 Number and Quorum

An Alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

15. PENSIONS AND ALLOWANCES

The Directors with the prior written consent of the Parent but not otherwise, may grant retirement pensions or annuities or other gratuities or allowances, including allowances on death, to any person or to the widow or dependants of any person in respect of services rendered by him to the Company, whether in any office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company, notwithstanding that he may be or may have been a Director of the Company, and the Company may make payments towards insurances or trusts for such purposes in respect of such person or generally for the benefit of such persons or their family or estate, and may include all rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person. Regulation 87 shall not apply.

16. SECRETARY

The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company. The Directors may appoint two or more Joint Secretaries and may also from time to time appoint on such terms as they think fit one or more Assistant Secretaries and may remove the same from office. Joint and Assistant Secretaries shall exercise and share the duties of Secretary as from time to time determined by the Board. Regulation 99 shall not apply.

17. DIVIDENDS

Subject to the provisions of the Act and with the prior written sanction of the Parent the directors may from time to time declare dividends in accordance with the respective rights of the members. Regulation 102 shall not apply to the

Company and Regulation 105 shall be amended by the deletion of the opening words:

“A general meeting declaring a dividend may upon the recommendation of the directors, direct that it shall be”

and the insertion of the following words in their place:

“With the prior written sanction of the Parent any dividend or interim dividend may be”.

18. ACCOUNTS

The Directors shall from time to time, in accordance with Sections 227, 228, 235, 236, 241 and 242 of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

19. AUDIT

Auditors shall be appointed and their duties regulated in accordance with Sections 236, 237, 241, 262 and Sections 384 to 394 (inclusive) of the Act.

20. INDEMNITY

Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which in such capacity he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto Provided that this Article shall have effect only insofar as its provisions are not avoided by Section 308 of the Act. Regulation 118 shall not apply.

Name, Address and Description of Subscriber

RICHARD KENNETT
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Signed by RICHARD KENNETT

Dated 28 January 2000

WITNESS to the above signature:

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Solicitor