

Company number: 04162033

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

LUSH COSMETICS LIMITED (the "Company")

SPECIAL RESOLUTION

In accordance with Chapter 2 of Part 13 of the Companies Act 2006, the following resolution of the members of the Company was passed as a written resolution on *3rd January* ~~2017~~ **2018**.

SPECIAL RESOLUTION

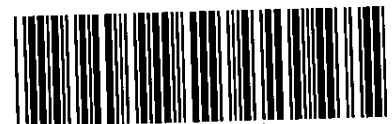
1. **THAT** new articles of association of the Company in the form of the printed document annexed to this resolution be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association of the Company.



Director

for and on behalf of the Company

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THE COMPANIES ACT 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION OF LUSH COSMETICS

LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations to the Company.
- (b) In these Articles the expression "the Act" means the Companies Act 1985 but so that any references in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- (c) The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.
- (b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered and limiting a period (not being less than fourteen days) within which offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer

shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by way of Special Resolution as aforesaid shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favorable to the subscribers therefore than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

- (d) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- (e) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

- 3. The lien conferred by clause 8 in Table A shall attach also to fully paid-up 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 person 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, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.
- 4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence in clause 18 in Table A of the words “and all expenses that may have been incurred by the Company by reason of such non-payment”.
- 5. A. Save for transfers pursuant to Article 5.1, no share in the Company shall be transferred except in accordance with the provisions of this Article which:
 - (a) shall apply to renunciations or nominations of shares as it applies to transfers thereof and

- (b) may be waived with the written agreement of all members of the Company or by a Special Resolution of the Company (in relation to either proposed transfers on sale or proposed transfers of any other kind whatsoever).
- B.
 - (a) any member who desires to sell, transfer or otherwise part with any share or shares or any interest therein (the vendor) shall give to the Company notice in writing of such desire (a Transfer Notice) which shall constitute the Company the Vendor's agent for the sale of the share or shares specified therein (the Transfer Shares) in one or more lots at the discretion of the Directors at the prescribed price (as hereafter defined) and which may, (except in the case of a Transfer Notice given or deemed to have been given under Articles 5B(b) below) contain a provision that unless all the Transfer Shares are sold pursuant to this Article none shall be so sold and any such provision shall be binding upon the Vendor and any applicant for Transfer Shares.
 - (b) If any member shall die or become bankrupt or go into liquidation or being an employee of the Company shall cease to be so employed for any reason the Board of Directors will have an option (provided, where the relevant member has died, his Transmitttee has not, within 12 months following the date of death, exercised its rights pursuant to and in accordance with Article 5.1(b)), exercisable at their discretion, to give notice that on the happening of that event (or, where the relevant member has died, on the expiry of the 12 month period following the date of death referred to in Article 5.1(b)) the member or his Transmitttee (if applicable) shall be deemed to have given a Transfer Notice in respect of the whole of his or its shares in the Company to which the provisions of this Article shall apply and be deemed the Vendor in respect thereof. This Article 5B(b) shall not apply in respect of any shares in the Company held by a member in his capacity as a trustee of a Family Trust or an EBT.
 - (c) Where shares in the Company have been transferred to a trustee or trustees of a Family Trust in relation to a particular individual member, if any of the beneficiaries from time to time of the Family Trust shall fail to fall within any of the categories in Article 5.1(a)(iii)(1)-(3) in relation to the member, the Board of Directors will have an option, exercisable at its discretion, to give notice that on the happening of that event, or on such later date as the Board of Directors may decide, the trustee or trustees of the relevant Family Trust shall be deemed to have given a Transfer Notice in respect of all of the shares in the Company held by him or them in his or their capacity as trustee or trustees of the Family Trust to which the provisions of this Article shall apply and shall be deemed the Vendor in respect thereof. The trustee or trustees of a Family Trust shall notify the Board of Directors immediately if any of the

beneficiaries from time to time of the relevant Family Trust shall fail to fall within any of the categories in Article 5.1(a)(iii)(1)-(3) in relation to the relevant member.

- C. The “prescribed price” shall be such sum per share as shall be agreed between the Vendor and the Company failing which it shall be the median price of the prices as determined and certified in writing by two independent chartered accountants as being in their opinion the fair value thereof as between a willing buyer and a willing seller valuing the Company on a going concern basis such accountants to be nominated by agreement between the Vendor and the Company or in default of such agreement by the President for the time being of the institute of Chartered Accountants in England and Wales and if so nominated the said chartered accountant when determining and certifying the fair value of the Transfer Shares as aforesaid shall act as an expert and not as arbitrator but without incurring liability to the Vendor or any Member and his certificate shall be final and binding on the Vendor and the other Members.
- D. Upon the prescribed price being either agreed upon or determined in accordance with Article 5C above (as the case may be) the Company shall forthwith upon receipt of written notice inform the Vendor and other Members of the number of the Transfer Shares as specified in the Transfer Notice and the prescribed price thereof and invite each such Member to apply in writing to the Company within 180 days of the date of that notice (the Application Period) for such maximum number of the Transfer Shares (being all or any thereof) as he shall specify in such application.
- E. With the Application Period the Vendor may by written notice to the Company (save where the prescribed price has been agreed by the Vendor or a Transfer Notice has been given or is deemed to have been given under Article 5B(b) above) withdraw the Transfer Notice.
- F. Immediately after the Application Period the Company shall allocate the Transfer Shares (or so many of them as shall be applied for as aforesaid) to and amongst those Members who have made applications as aforesaid and in the case of competition pro rata between them according to the number of shares of which they are registered as holders save that no applicant shall be obliged to take more than the maximum number of shares applied for by him as aforesaid and the Company shall within five working days after the Application Period give notice of such allocations (the Allocation Notice) to the Vendor and to those Members to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than five working days and not later than fifteen working days after the date of the notice) at which the sale of the shares allocated shall be completed.
- G. The Company shall also be entitled to sell to any person or Company of

whom or which in its absolute discretion it shall approve within the said period of five working days after the Application Period at the prescribed price any of the Transfer Shares for which Members shall not have applied as aforesaid and any shares so sold shall for the purposes of this Article be deemed to have been included in an Allocation Notice.

- H. The Vendor shall be bound to transfer the shares comprised in the Allocation Notice to the purchasers named therein at the time and place therein specified and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the shares to the purchasers thereof against payment of the prescribed price to the Company and on payment of the prescribed price to the Company and execution and delivery of the transfer the purchaser shall be entitled to require that his name be entered in the register of members as the holder by transfer of the same and the prescribed price shall be paid forthwith into a separate bank account in the Company's name and held in trust for the Vendor but without any obligation to invest the same.
- L. During a period of ninety days after the expiry of the time for service of an Allocation Notice the Vendor shall be at liberty to transfer to any person at any price (not being less than the prescribed price) any of the Transfer Shares which he has not become obliged to sell under the foregoing provisions.

PERMITTED TRANSFERS

- 5.1 (a) In this Article 5.1 and where otherwise referred to in these Articles:
- (i) **"associate"** means, in relation to any person, a person who is an associate of the other person within the meaning of section 435 Insolvency Act 1986;
 - (ii) **"EBT"** means a trust established to hold shares in the Company for the benefit of the Company's (or any Group Company's) employees, former employees and/or officers, which has been approved by the Board of Directors;
 - (iii) **"Family Trust"** means, in relation to any particular individual member, a trust or settlement set up wholly for the benefit of beneficiaries falling within one or more of the following categories:
 - (1). that member and/or any person who was, prior to his death, his spouse or civil partner (as defined in the Civil Partnerships Act 2004);

- (2). any child or lineal descendant of either person within paragraph (1), tracing such lineal descendants through step and adopted children as well as through natural children; and
 - (3). spouses, civil partners (as defined in the Civil Partnerships Act 2004), widows and widowers of any person falling within paragraph (2) above;
 - (iv) the terms **“fellow subsidiary undertaking”** and **“undertaking”** have the meanings given in section 1161 Companies Act 2006;
 - (v) **“Group Company”** means any Group Entity or Interest Company;
 - (vi) **“Group Entity”** means any undertaking which is from time to time a parent undertaking, subsidiary undertaking, fellow subsidiary undertaking or associate of the Company;
 - (vii) **“Interest Company”** means any undertaking, other than a Group Entity, in which the Company or any Group Entity holds shares from time to time;
 - (viii) the terms **“parent undertaking”** and **“subsidiary undertaking”** have the meanings given in section 1162 and schedule 7 Companies Act 2006;
 - (ix) **“Permitted Transferee”** means, in relation to a member: (i) a Privileged Relation of that member; or (ii) the trustee or the trustees of a Family Trust of that member;
 - (x) **“Privileged Relation”** means, in relation to a member, any person who was, immediately prior to his death, his spouse or civil partner (as defined in the Civil Partnerships Act 2004) and any of his children or lineal descendants (tracing such lineal descendants through step and adopted children as well as through natural children), not being a minor; and
 - (xi) **“Transmittee”** means a person entitled to a share in the Company by reason of the death of a member.
- (b) If any particular individual member (excluding a member holding shares in the Company as a trustee of a Family Trust or an EBT) shall die, the Transmittee in respect of the shares in the Company held by that member shall be entitled, within 12 months following the date of death, to nominate one or more of the member’s Permitted Transferees to be registered as the transferee of any of the shares in the Company held by

that member, provided that a valid transfer of the shares, together with the relevant share certificate (or an indemnity for lost certificate in a form acceptable to the Directors) and such other evidence of entitlement as the Directors may properly require are delivered to the Company within 30 days after the date of the grant of probate or letters of administration in relation to that member.

- (c) Where shares in the Company are held by a trustee or trustees of a Family Trust or an EBT, the trustee or those trustees may transfer the whole of his or their interest in and rights in respect of all or any of such shares to the new or remaining trustees upon a change of trustees of that Family Trust or EBT.

GENERAL MEETINGS AND RESOLUTIONS

- 6. 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 Auditors for the time being of the Company.
- 7.
 - (a) *If a quorum is not present within half an hour from the time appointed for a General Meeting the General 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 General Meeting a quorum is not present within half an hour from the time appointed therefore such adjourned General Meeting shall be desolved.*
 - (b) Clause 41 in Table A shall not apply to the company.

APPOINTMENT OF DIRECTORS

- 8.
 - (a) Clauses 64 - 69 in Table A shall not apply to the Company.
 - (b) The maximum number of Directors of the Company shall not be more than seven and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.
 - (c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.
 - (d) No person shall be appointed a Director at any General Meeting unless

either:-

- (i) he is recommended by the directors; or
 - (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice signed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.
- (e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- (f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING RULES

9. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the 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.

ALTERNATE DIRECTORS

10. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct.
- (b) Any Director may in writing appoint a person to be his alternate, who may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is

present.

GRATUITIES AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

(c) The Chairman shall, in the event of any equality of votes at any General Meeting of the Company or at any meeting of the Directors or of a committee of Directors, have a second or casting vote.

THE SEAL

13. (a) If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Clause 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Clause 101 of Table A shall not apply to the Company.

(b) The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

INDEMNITY

14. (a) Every Director, or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which 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. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.
- (b) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company, insurance against any such liability as is referred to in Section 310(1) of the Act from and after the bringing in to force of Section 137 of the Companies Act 1989
- (c) Clause 118 in Table A shall not apply to the Company.

FAILURE TO COMPLY WITH REQUEST FOR INFORMATION/DOCUMENTS

15. (a) If any Member, or any other person appearing to be interested in any shares in the Company, has been duly served with a notice from the Company requiring information or documents in relation to that Member or any such other person, which have been reasonably requested by a provider of services to the Company or another Group Company for the purposes of providing, or continuing to provide, such services necessary or desirable to the Company's or Group Company's business (an "**Information Notice**") and is in default at the end of the period specified in such notice in supplying to the Company the information or documents required, then at any time after that the Directors may in their absolute discretion by notice (a "**Direction Notice**") to the holder of the shares in relation to which the default occurred ("**Default Shares**") direct that in respect of the Default Shares and with effect from the later of the date of service of the Direction Notice and the date falling 14 days after service of the Information Notice (such date being the "**Suspension Date**");
- (i) such Member or holder of the Default Shares shall not be entitled to attend or vote either personally or by proxy at any meeting of the Company, nor shall he be entitled to vote on a written resolution;
- (ii) any dividend (including shares allotted in respect of a dividend) (or part of it) or other moneys which would otherwise be payable on such shares on or at any time after the Suspension Date shall be retained by the Company (without any liability on the part of the Company to pay interest or compensation and without

constituting the Company a trustee); and/or

- (iii) no transfer of any of the Default Shares shall be registered on and from the Suspension Date,

until the Direction Notice shall cease to have effect pursuant to Article 15(d).

- (b) Any new shares in the Company issued in respect of any shares subject to a Direction Notice (whether before or after such notice is served) shall also be subject to the Direction Notice, and the Directors may make any right to an allotment of the new shares subject to restrictions corresponding to those which will apply to those shares by reason of the Direction Notice when such shares are issued. For this purpose, shares which the Company procures to be offered or appropriated to holders of shares in proportion to their respective holdings (or in proportion ignoring fractional entitlements and/or shares not offered to certain Members by reason of legal, regulatory or practical problems or costs associated with offering shares outside the United Kingdom) shall be treated as shares issued in respect of Default Shares. Those new shares shall be treated as Default Shares in relation to that Direction Notice.
- (c) Neither the Company nor any of the Directors shall in any event be liable to any person as a result of the Directors, acting in good faith, having imposed sanctions under this Article 15 or failed to determine that sanctions shall cease to apply.
- (d) Any Direction Notice shall have effect in relation to Default Shares in accordance with its terms but shall cease to have effect:
 - (i) on the expiry of seven days after the Company has received in writing all information or documents required in respect of those Default Shares pursuant to every Information Notice served on the holder of such shares and each other person appearing to be interested in such shares; or
 - (ii) if and to the extent that the Directors so determine.
- (e) For the purposes of this Article 15:
 - (i) a person shall be treated as appearing to be interested in any shares if the holder of such shares has responded to an Information Notice and given to the Company the name of such person as *being so interested or if the Company (after taking into account any such response or any relevant information otherwise available to the Company) knows or has reasonable cause to believe that the person in question is, or may be, interested in the shares;*

- (ii) a reference to a person being in default in supplying to the Company the information or documents required by an Information Notice includes a reference to his having failed or refused to give all or any part of the information or documents *required and also includes a reference to his having given information or documents which he knows to be false in a material respect or having recklessly given information or documents which is false in a material respect*;
- (iii) **“associate”** means, in relation to any person, a person who is an associate of the other person within the meaning of section 435 Insolvency Act 1986;
- (iv) the terms **“fellow subsidiary undertaking”** and **“undertaking”** have the meanings given in section 1161 Companies Act 2006;
- (v) **“Group Company”** means any Group Entity or Interest Company;
- (vi) **“Group Entity”** means any undertaking which is from time to time a parent undertaking, subsidiary undertaking, fellow subsidiary undertaking or associate of the Company;
- (vii) **“Interest Company”** means any undertaking, other than a Group Entity, in which the Company or any Group Entity holds shares from time to time;
- (viii) the terms **“parent undertaking”** and **“subsidiary undertaking”** have the meanings given in section 1162 and schedule 7 Companies Act 2006.

NOTE: New Articles of Association adopted pursuant to Special Resolution dated 3 January 2018.