

COMPANY NUMBER 5396870

British Vita (UK) Limited

(the "Company")

**MEMBERS' WRITTEN RESOLUTION**

WE, the undersigned, being the sole member of the Company who (at the date hereof) would have been entitled to vote upon the resolution set out below if they had been proposed at a general meeting at which we were present, hereby agree to the passing of the resolution set out below by way of written resolution:

THAT, the objects clause in the Company's memorandum of association be amended so that the amended memorandum shall take the form attached to these resolutions as Annexure 1.

For and on behalf of British Vita (Lux III) Sarl by:

Signed: 

Signed: 

Director: JOSEPH MENENDEZ Director: RANZI GEDEON

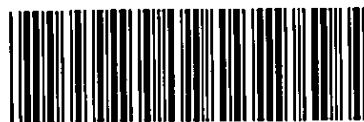
Date: 1/7/09

Date: 1/7/09

**NOTE**

Unless sufficient agreement has been received within the period of 28 days beginning with the Circulation Date, this resolution will lapse. If you agree to this resolution, please indicate your agreement by signing this document where indicated above and return it to the Company within that period.

TUESDAY



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**ANNEXURE 1 – AMENDED MEMORANDUM OF ASSOCIATION**

**COMPANY NUMBER 5396870**

**THE COMPANIES ACTS 1985 to 2006**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**MEMORANDUM OF ASSOCIATION**

**OF**

**BRITISH VITA (UK) LIMITED**

**(the "Company")**

*(Incorporating all amendments made on or before 1 July 2009)*

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1. The name of the Company is "British Vita (UK) Limited".
2. The registered office of the Company is to be situated in England and Wales.
3. The objects of the Company are:
  - (1) To carry on the business of a holding company in all its branches and to co-ordinate and regulate the activities and businesses of any subsidiary or associated companies for the time being and the financing of any such companies and accordingly, without prejudice to the generality of this clause 3(1), to do any of the following things:
    - (a) to acquire by purchase, lease, concession, grant, licence or in any other manner such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company or the Directors shall deem fit;
    - (b) generally to hold, manage, develop, lease, sell or dispose of any of the items listed above in paragraph (a) of this clause 3(1);
    - (c) to vary or exchange any of the investments of the Company;

- (d) to act as trustees of any deeds constituting or securing any debentures, debenture stock or any other securities or obligations whatsoever;
  - (e) to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account;
  - (f) to co-ordinate the policy and administration of any companies of which the Company is a member or which are in any manner controlled by or connected or associated with the Company, whether directly or indirectly;
  - (g) to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, mortgage brokers, rent and debt collectors, stock and share brokers and dealers and commission agents, merchants and traders;
  - (h) to manufacture, buy, sell, maintain, repair and deal in plant, machinery, tools, articles and things of all kinds capable of being used for the purposes of any of the businesses mentioned in this clause 3(1) or likely to be required by customers of or persons having dealings with the Company.
- (2) To pay for the acquisition of:
- (a) any such shares, stocks, debentures, debenture stock, scrip, bonds, obligations and securities to be at any time acquired by the Company;
  - (b) any other property or assets to be at any time acquired by the Company;
  - (c) any part of any of the types of property mentioned above in paragraphs (a) or (b) of this clause 3(2);
  - (d) any services rendered or to be rendered to the Company by any person, firm or company.

Such payment in any such case may be in shares or other securities of the Company or in cash or in any other manner and on any terms which may be determined by the Directors or partly in one manner and partly in another or others and generally upon such terms as the Directors may determine.

- (3) To carry on all or any of the trades or businesses of any of the following:
- (a) manufacturers and mixers of and dealers in rubber, synthetic rubber, plastics, foamed latex, foamed plastics, polymers, fibres, chemicals of all kinds, natural fibres, synthetic fibres, natural resins, synthetic resins, leather, artificial leather, wood, glass, china, metals and minerals of all kinds and substances natural or artificial and (whether in the pure state or compounded)

having all or any of the properties of such substances as are listed above or similar properties;

- (b) manufacturers of and dealers in any products or goods manufactured from any of the substances mentioned above in paragraph (a) of this clause 3(3).
- (4) To spin, double, spool, weave, knit, manufacture, produce, bleach, finish, dye, print, fabricate, make up, laminate, manipulate, waterproof and subject to any kind of process any of the following materials: cotton, linen, wool, silk and other natural and synthetic fibres, filaments, fabrics and materials of any substance or composition whatsoever, dyestuffs, colouring and finishing materials, chemical substances or products of any kind and all forms of cellulose materials or compounds.
- (5) To convert any of the materials, products or substances listed in clause 3(4) into such products as may from time to time be considered expedient and to let on hire, dispose of or deal in all or any such materials, products and substances in any way the Company thinks fit.
- (6) To carry on business as a general commercial company.
- (7) To carry on all or any of the trades or businesses of designers, manufacturers of and dealers in any of the following:
  - (a) household, hotel, hospital, residential, office, camping and garden furniture, fixtures and fittings and furnishing requisites, utensils and trimmings;
  - (b) one or more wheeled vehicle or carriage (motorised or without motorisation), boat, ship, aircraft and spacecraft furniture, fixtures, furnishing requisites and trimmings;
  - (c) articles and accessories for use in industrial or domestic electrical and general engineering machines and appliances;
  - (d) apparel of all kinds;
  - (e) novelties, toys, fancy goods, presentation goods, travel goods, sports goods and outfits;
  - (f) plant, machinery, tools, appliances and equipment for the making of any or all of the products, goods and articles which this Company may manufacture, sell, or deal in.
- (8) To enter into agreement for any of the following:
  - (a) the sale, hire, letting or leasing of any kind of any of the items mentioned in clause 3(7) above in the United Kingdom or elsewhere;

- (b) the imparting and communication of knowledge and skill for and in methods of manufacture, user, improvement and maintenance of and in any such items;
  - (c) the training and education of persons in connection with any such items.
- (9) To carry on all or any of the businesses of:
  - (a) carriers of goods and passengers by land, water or sea as agents for transport of every description;
  - (b) warehousemen, bonded and other carmen, forwarding agents, commission agents, garage proprietors, shipowners, owners of aerial transport, wharfingers, builders, and repairers of vehicles, ships, aircraft and engines, engineers, machinists, fitters, case makers and packers.
- (10) To make, purchase, equip and maintain automobiles and other vehicles, or machines for the transport of goods and passengers by land, water and air, to obtain necessary licences for the businesses and activities listed in clause 3(9) and this clause 3(10) and to carry on all other businesses not listed above in clause 3(9) or this clause 3(10) connected with the transport of passengers, or with the loading, unloading, storing and carriage of goods, by land, water or air.
- (11) To buy, sell, manufacture, manipulate, prepare for market, improve, alter, take or let on hire and deal in either wholesale or retail or in hire purchase and either through shops or mail order business or in any other manner, and whether as principals or agents, merchandise, commodities, articles and things of all kinds which can be conveniently dealt with by the Company in connection with any of its objects.
- (12) To carry on the business of pattern and model makers, wood and stone carvers, designers, engravers, draftsmen, joiners and woodworkers.
- (13) To carry on any business or undertaking which any subsidiary company or associated company of the Company is authorised to carry on.
- (14) To carry on or acquire any businesses similar to the businesses mentioned above in clauses 3(1) to 3(13) or which the Directors consider is or may be conveniently or advantageously carried on or combined with them, or which the Directors consider is or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property and to amalgamate or merge with any company carrying on any such business.
- (15) To purchase or sell, take or let on lease take or give in exchange or on hire, or otherwise acquire, grant, hold, dispose of or deal with any estate or interest in:
  - (a) any lands, buildings, easements, concessions, machinery, plant, stock in trade, goodwill, trade marks, designs, patterns, patents, copyrights, inventions or licences;

- (b) any other real or personal property;
  - (c) any right, privilege, undertaking, option, estate or interest.
- (16) To erect, build, construct, alter, improve, replace, remove, enlarge, maintain, manage, control or work any railways, tramways, roads, canals, docks, locks, wharves, stores, buildings, shops, factories, works, mills, plant or machinery considered by the Directors to be necessary or desirable for the Company's business. The Company may join with others in doing any of the things listed above in this clause 3(16).
  - (17) To borrow or raise money or secure or discharge any debt or obligation (whether of the Company or of any other person whatsoever) in such manner as the Company thinks fit and in particular (but without prejudice to the generality of the foregoing) by the creation or issue, upon such terms as to priority or otherwise as the Company thinks fit, of securities of any kind or mortgages or charges (fixed or floating) founded or based upon all or any part of the undertaking, property, assets and rights (present and future) of the Company, including its uncalled capital, or without any such security; and to receive money on deposit and advance payments with or without allowance of interest thereon.
  - (18) To advance or lend money or give any credit to any company, partnership, person or body as the directors or members may think fit, and to give financial assistance as statutorily permitted for the acquisition or redemption of any shares, debentures, option rights or other security of the Company.
  - (19) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods or in any other manner, the performance of any contracts, obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any securities or liabilities of any person whatsoever, including (without prejudice to the generality of the foregoing) any company which is a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company and whether or not any consideration or advantage is received by the Company.
  - (20) To make advances to customers, subsidiary and other companies and others with or without security, and upon such terms as the Company may approve and to guarantee the indebtedness of any company subsidiary to it or associated with it through common interest, management or in any manner in which the Directors consider sufficient to warrant or merit such guarantee, and generally to act as bankers for customers and others.

- (21) To grant or provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances, bonuses or gratuities (whether by insurance or otherwise) or charitable aid to or for, or to institute and maintain or to subscribe to any institution, association, society, club, trust, other establishment or profit-sharing, share incentive, share purchase or employees' share scheme or any other fund or scheme which may in the opinion of the Directors be calculated to advance the interests of the Company or to benefit, any person who is or has at any time been a Director or employee of the Company or any company which is a holding company or a subsidiary undertaking of or allied to or associated with the Company or any such holding company or subsidiary undertaking or any predecessor in business of the Company or of any such holding company or subsidiary undertaking, and for any member of his family (including a spouse or former spouse) and any person who is or was dependent on him. For such purpose the Company may establish, maintain, subscribe and contribute to any scheme, institution, association, club, trust or fund and pay premiums and, so far as the law allows, lend money or make payments to, guarantee or give an indemnity in respect of, or give any financial or other assistance in connection with any of the aforesaid matters. The Company may procure any of such matters to be done by the Company either alone or in conjunction with any other person.
- (22) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (23) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (24) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, in any of the following manners:
- (a) in cash, by instalments or otherwise;
  - (b) in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise;
  - (c) in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation;
  - (d) in any combination of the methods of payment mentioned above in this clause 3(24);
  - (e) generally on such terms as the Company may determine,
- and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.



(25) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession or otherwise with any person or company which carries on or is engaged in, or is about to carry on or engage in:

(a) any business or transaction which the Company is authorised to carry on or engage in;

(b) any business or transaction which in the opinion of the Directors is capable of being conducted so as directly or indirectly to benefit the Company;

and to lend money to, guarantee the contracts of, or otherwise assist, any such person or company.

(26) To establish or promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any purpose which may seem directly or indirectly calculated to benefit the Company.

(27) To sell, let, exchange or otherwise dispose of the whole or any part of the undertaking of the Company or any interest therein for such consideration as the Company may think fit.

(28) To subscribe or guarantee money for any of the following:

(a) any charitable, benevolent, educational or social object;

(b) any exhibition;

(c) any public, political, general, or useful object;

in any such case which the Directors may think desirable or advantageous to the Company.

(29) To distribute any of the property of the Company among its members in specie.

(30) To remunerate any person, firm or company for services rendered, or to be rendered:

(a) in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital, or any debentures, debenture stock or other securities of the Company;

(b) in or about the promotion of the Company or the conduct of its business.

(31) Upon the issue of any shares, to employ brokers and agents and to pay underwriting or other commission or fees to or to otherwise remunerate people subscribing for shares or procuring subscriptions for shares. Such remuneration may be by shares or options to take shares, or by debentures, debenture stock or other securities or by any other manner.

(32) To take out and renew insurance for, or for the benefit of, any people who are or were at any time Directors, officers or employees of:

- (a) the Company, or any body corporate which is or was at any time a holding company of the Company;
- (b) any body corporate in which the Company, or any body corporate which is or was at any time a holding company of the Company, has any kind of direct or indirect interest;
- (c) any body corporate in which any of the predecessors of the Company, or of any body corporate which is or was at any time a holding company of the Company, had any kind of direct or indirect interest;
- (d) any body corporate with which the Company is or was at any time allied or associated; or
- (e) any body corporate which is or was at any time a subsidiary undertaking of any body corporate referred to in this clause 3(32).

This insurance can include insurance against any cost, charge, loss, damage, expense or liability which any of the people referred to in this clause 3(32) may suffer or incur:

- (a) as a result of anything they do, or do not do, in carrying out or trying to carry out their duties, or using or trying to use their powers in relation to the Company or any of the other bodies corporate which are referred to in this clause 3(32); or
- (b) in any other way in connection with their duties, powers or posts in relation to the Company or any of the other bodies corporate which are referred to in this clause 3(32),

including (without prejudice to the generality of the foregoing) any liability incurred in connection with defending any proceedings (whether civil or criminal) which relate to any of the matters referred to in the immediately preceding sub-paragraphs.

(33) To take out and renew insurance for, or for the benefit of, any trustees of any pension fund which the Company's employees, or employees of any other body corporate referred to in clause 3(32) are interested in. This insurance, without limitation, can include insurance against any cost, charge, loss, damage, expense or liability referred to in clause 3(32) in relation to their duties as trustees of any such pension funds.

(34) To indemnify, or exempt, any of the persons referred to in clauses 3(32) and 3(33) in any other way against, or from, any cost, charge, loss, damage, expense or liability referred to in those clauses, so far as the law allows.

- (35) To do all or any of the above things in any part of the world, and whether as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors, subsidiary or associated companies or otherwise.
- (36) To do all such things as may be considered by the Directors to be incidental or conducive to the attainment of any of the above objects.

The objects set forth above in each clause or sub-clause of this Clause 3 shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in any such clause or sub-clause or from the terms of any other clause or sub-clause or from the name of the Company. None of such clauses or sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other clause or sub-clause, but the Company shall have as full a power to execute all or any of the objects conferred by and provided in each of the said clauses or sub-clauses as if each clauses or sub-clause contained the objects of a separate company. And it is hereby declared that "company" and "body corporate" in this Clause 3, except where used in reference to this Company, shall be deemed to include any partnership or other body or persons, whether incorporated or not incorporated, and whether domiciled or registered in the United Kingdom or elsewhere.

- 4. The liability of the members is limited.
- 5. The share capital of the Company is £100 divided into 100 ordinary shares of £1 each, ranking pari passu in all respects\*.

\* On 29 December 2006, the share capital of the Company was increased by £100 (divided into 100 ordinary shares of £1 each) to £200 divided into 200 ordinary shares of £1 each, ranking pari passu in all respects.

The subscriber to this Memorandum of Association wishes to be formed into a company pursuant to this Memorandum and agrees to take the number of shares shown opposite their respective names:-

Name and address of Subscriber

Number of shares

Stephen Mark Peel  
2<sup>nd</sup> floor  
Stirling Square  
5-7 Carton Gardens  
London SW1Y 5AD

taken by Subscriber

100 ordinary shares of £1

.....  
Signed by Stephen Mark Peel, the Subscriber, in  
the presence of:-

.....  
Witness Signature

.....  
Witness Full Name

.....  
Witness Address

.....  
Witness Occupation

Dated: March 17, 2005