

In accordance with  
Section 1046 of the  
Companies Act 2006 &  
Regulation 4(1) of the  
Overseas Companies  
Regulations 2009

# OS IN01

## Registration of an overseas company opening a UK establishment



Companies House

A fee is payable with this form  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register a  
UK establishment

☐ **What this form is NOT for**  
You cannot use this form  
the details of an existing  
officer or establishment

WEDNESDAY

COMPANIES HOUSE



\*D30KD0PL\*

DSR

29/01/2014

#4

### Part 1 Overseas company details (Name)

For official use

#### A1 Corporate name of overseas company

Corporate name<sup>1</sup>

RBP FINANCE LLC

Do you propose to carry on business in the UK under the corporate name as  
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to **Section A3**
- To register using an alternative name, go to **Section A2**

#### → Filling in this form

Please complete in typescript (10pt  
or above), or in bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**1** This must be the corporate name in  
the home state or country in which  
the company is incorporated

#### A2 Alternative name of overseas company \*

Please show the alternative name that the company will use to do business  
in the UK

Alternative name  
(if applicable) <sup>2</sup>

**2** A company may register an  
alternative name under which it  
proposes to carry on business in the  
United Kingdom under Section 1048  
of the Companies Act 2006. Once  
registered it is treated as being its  
corporate name for the purposes of  
law in the UK

#### A3 Overseas company name restrictions<sup>3</sup>

This section does not apply to a European Economic Area (EEA) company  
registering its corporate name

Please tick the box only if the proposed company name contains sensitive or  
restricted words or expressions that require you to seek comments of a  
government department or other specified body

- ☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response

#### **3** Overseas company name restrictions

A list of sensitive or restricted words  
or expressions that require consent  
can be found in guidance available  
on our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

## Registration of an overseas company opening a UK establishment

<b>B1</b>	Particulars previously delivered							
Have particulars about this company been previously delivered in respect of another UK establishment ?								
→ No Go to <b>Section B2</b>								
→ Yes Please enter the registration number below and then go to <b>Part 5</b> of the form Please note the original UK establishment particulars must be filed up to date								
UK establishment registration number	B	R						

**The particulars are legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts**

<b>B2</b>	<b>Credit or financial institution</b>	
	Is the company a credit or financial institution? <sup>2</sup> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<sup>2</sup> Please tick one box

<b>B3</b>	<b>Company details</b>									
	If the company is registered in its country of incorporation, please enter the details below									
Legal form ①	LIMITED LIABILITY COMPANY									
Country of incorporation *	USA (DELAWARE)									
Identity of register in which it is registered ②	DIVISION OF CORPORATIONS, JOHN G TOWNSEND BLDG 401 FEDERAL ST, SUITE 4 , DOVER, DELAWARE 19901									
Registration number in that register	5	4	4	4	4	5	4			

① Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable.

② This will be the registry where the company is registered in its parent country.

<b>B4</b>	<b>EEA or non-EEA member state</b> Was the company formed outside the EEA? → <b>Yes</b> Complete <b>Sections B5 and B6</b> → <b>No</b> Go to <b>Section B6</b>
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<b>B5</b>	<b>Governing law and accounting requirements</b>		
<b>Governing law</b> ⑤	Please give the law under which the company is incorporated	⑤ This means the relevant rules or legislation which regulates the incorporation of companies in that state	
	DELAWARE LIMITED LIABILITY COMPANY ACT		
	<p>Is the company required to prepare, audit and disclose accounting documents under parent law?</p> <p>→ <b>Yes</b> Complete the details below</p> <p>→ <b>No</b> Go to Part 3</p>		

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Please give the period for which the company is required to prepare accounts by parent law

From

d

d

m

m

To

d

d

m

m

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period

Months

**B6**

### Latest disclosed accounts

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation ❶

☐ Yes

Please indicate what documents have been disclosed

☐ Please tick this box if you have enclosed a copy of the accounts

☐ Please tick this box if you have enclosed a certified translation of the accounts

☒ Please tick this box if no accounts have been disclosed

❶ Please tick the appropriate box(es)

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Registration of an overseas company opening a UK establishment

## Part 3 Constitution

**C1**

### Constitution of company

The following documents must be delivered with this application

- Certified copy of the company's constitution and, if applicable, a certified translation

Please tick the appropriate box(es) below

- ☒ I have enclosed a certified copy of the company's constitution <sup>①</sup>
- ☐ I enclose a certified translation, if applicable <sup>②</sup>

<sup>①</sup> A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

<sup>②</sup> A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator

**C2**

### EEA or non-EEA member state

Was the company formed outside the EEA?

- Yes Go to Section C3
- No Go to Part 4 'Officers of the company'

**C3**

### Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?

- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

- Yes Go to Part 4 'Officers of the company'
- No If any of the above details are not included in the constitutional documents, please enter them in Section C4

The information is not required if it is contained within the constitutional documents accompanying this registration

**C4**

### Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation <sup>①</sup>

Building name/number

Street

Post town

County/Region

Postcode

Country

Objects of the company <sup>②</sup>

Amount of issued share capital <sup>③</sup>

Please give the objects of the company and the amount of issued share capital

<sup>①</sup> This address will appear on the public record

<sup>②</sup> Please give a brief description of the company's business

<sup>③</sup> Please specify the amount of shares issued and the value

## Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form
- **No** Complete the officer details

For a secretary who is an individual, go to **Section D1**, for a corporate secretary, go to **Section E1**, for a director who is an individual, go to **Section F1**, or for a corporate director, go to **Section G1**

### Continuation pages

Please use a continuation page if you need to enter more officer details

### Secretary

#### D1 Secretary details<sup>1</sup>

Use this section to list all the secretaries of the company  
Please complete **Sections D1-D3** For a corporate secretary, complete **Sections E1-E5** Please use a continuation page if necessary

Full forename(s)

Surname

Former name(s)<sup>2</sup>

#### 1 Corporate details

Please use **Sections E1-E5** to enter corporate secretary details

#### 2 Former name(s)

Please provide any previous names which have been used for business purposes during the period of this return. Married women do not need to give former names unless previously used for business purposes

#### D2 Secretary's service address<sup>3</sup>

Building name/number

Street

Post town

County/Region

Postcode

Country

#### 3 Service address

This is the address that will appear on the public record. This does not have to be your usual residential address

If you provide your residential address here it will appear on the public record

#### D3 Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box

Extent of authority

- ☐ Limited<sup>4</sup>
- ☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box

- ☐ Alone
- ☐ Jointly<sup>5</sup>

If applicable, name(s) of person(s) with whom you are acting jointly

<sup>4</sup> If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

<sup>5</sup> If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

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### Corporate secretary

<b>E1</b>	<b>Corporate secretary details<sup>①</sup></b> Use this section to list all the corporate secretaries of the company Please complete Sections E1-E5 Please use a continuation page if necessary	<b>① Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode		
Country		
<b>E2</b>	<b>Location of the registry of the corporate body or firm</b> Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete Section E3 only → No Complete Section E4 only	
<b>E3</b>	<b>EEA companies<sup>②</sup></b> Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register	<b>② EEA</b> A full list of countries of the EEA can be found in our guidance <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> <b>③</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Where the company/firm is registered <sup>③</sup>		
Registration number		
<b>E4</b>	<b>Non-EEA companies</b> Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register	<b>④ Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered <sup>④</sup>		
If applicable, the registration number		

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## Registration of an overseas company opening a UK establishment

**E5**

### Corporate secretary's authority

Extent of authority	<p>Please enter the extent of your authority as corporate secretary Please tick one box</p> <p><input type="checkbox"/> Limited <sup>❶</sup></p> <p><input type="checkbox"/> Unlimited</p>	<p><sup>❶</sup> If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p><sup>❷</sup> If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Description of limited authority, if applicable	<p>Are you authorised to act alone or jointly? Please tick one box</p> <p><input type="checkbox"/> Alone</p> <p><input type="checkbox"/> Jointly <sup>❷</sup></p>	
If applicable, name(s) of person(s) with whom you are acting jointly	<div></div> <div></div> <div></div>	

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## Director

<b>F1</b>	<b>Director details ①</b>																	
	Use this section to list all the directors of the company. Please complete Sections F1-F4. For a corporate director, complete Sections G1-G5. Please use a continuation page if necessary.																	
Full forename(s)	PATRICK NORRIS																	
Surname	CLEMENTS																	
Former name(s) ②																		
Country/State of residence ③	UNITED KINGDOM																	
Nationality	BRITISH																	
Date of birth	<table><tr><td>d</td><td>2</td><td>d</td><td>8</td><td>m</td><td>0</td><td>m</td><td>7</td><td>y</td><td>1</td><td>y</td><td>9</td><td>y</td><td>6</td><td>y</td><td>4</td></tr></table>	d	2	d	8	m	0	m	7	y	1	y	9	y	6	y	4	
d	2	d	8	m	0	m	7	y	1	y	9	y	6	y	4			
Business occupation (if any) ④	SVP HEAD OF TAX AND TREASURY																	
<b>F2</b>	<b>Director's service address ⑤</b>																	
Building name/number	103 - 105																	
Street	BATH ROAD																	
Post town	SLOUGH																	
County/Region	BERKSHIRE																	
Postcode	<table><tr><td>S</td><td>L</td><td>1</td><td></td><td>3</td><td>U</td><td>H</td><td></td></tr></table>	S	L	1		3	U	H										
S	L	1		3	U	H												
Country	UNITED KINGDOM																	

**① Corporate details**  
Please use Sections G1-G5 to enter corporate director details.

**② Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section F3.

**④ Business occupation**  
If you have a business occupation, please enter here. If you do not, please leave blank.

**⑤ Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.  
  
If you provide your residential address here it will appear on the public record.



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F4

### Director's authority

	Please enter the extent of your authority as director Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input checked="" type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	SEE APPENDIX		
	Are you authorised to act alone or jointly? Please tick one box		
	<input type="checkbox"/> Alone <input checked="" type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly	EITHER OF WILLIAM MORDAN AND CANDIDA DAVIES		

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## Registration of an overseas company opening a UK establishment

### Director

<b>F1</b>	<b>Director details <sup>①</sup></b>		<b>① Corporate details</b> Please use Sections G1-G5 to enter corporate director details  <b>② Former name(s)</b> Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes  <b>③ Country/State of residence</b> This is in respect of your usual residential address as stated in Section F3  <b>④ Business occupation</b> If you have a business occupation, please enter here. If you do not, please leave blank
	Please use this section to list all the directors of the company. Please complete Sections F1-F4. For a corporate director, complete Sections G1-G5		
Full forename(s)	WILLIAM RICHARD		
Surname	MORDAN		
Former name(s) <sup>②</sup>			
Country/State of residence <sup>③</sup>	UNITED KINGDOM		
Nationality	AMERICAN		
Date of birth	<div> <div>d</div> <div>1</div> <div>2</div> <div>m</div> <div>0</div> <div>m</div> <div>9</div> <div>y</div> <div>1</div> <div>y</div> <div>9</div> <div>v</div> <div>6</div> <div>v</div> <div>9</div> </div>		
Business occupation (if any) <sup>④</sup>	SVP LEGAL AND GENERAL COUNSEL		

<b>F2</b>	<b>Director's service address <sup>⑤</sup></b>		<b>⑤ Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.  If you provide your residential address here it will appear on the public record.
Building name/number	103 - 105		
Street	BATH ROAD		
Post town	SLOUGH		
County/Region	BERKSHIRE		
Postcode	<div> <div>S</div> <div>L</div> <div>1</div> <div></div> <div>3</div> <div>U</div> <div>H</div> <div></div> </div>		
Country	UNITED KINGDOM		

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Registration of an overseas company opening a UK establishment

F4

## Director's authority

	Please enter the extent of your authority as director. Please tick one box	<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input checked="" type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited	
Description of limited authority, if applicable	SEE APPENDIX	
	Are you authorised to act alone or jointly? Please tick one box <input type="checkbox"/> Alone <input checked="" type="checkbox"/> Jointly ❷	
If applicable, name(s) of person(s) with whom you are acting jointly	EITHER OF PATRICK CLEMENTS AND CANDIDA DAVIES	

# OS IN01 - continuation page

## Registration of an overseas company opening a UK establishment

### Director

<b>F1</b>	<b>Director details <sup>①</sup></b>		<p><b>① Corporate details</b> Please use Sections G1-G5 to enter corporate director details</p> <p><b>② Former name(s)</b> Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes</p> <p><b>③ Country/State of residence</b> This is in respect of your usual residential address as stated in Section F3</p> <p><b>④ Business occupation</b> If you have a business occupation, please enter here. If you do not, please leave blank</p>
	Please use this section to list all the directors of the company. Please complete Sections F1-F4. For a corporate director, complete Sections G1-G5		
Full forename(s)	CANDIDA JANE		
Surname	DAVIES		
Former name(s) <sup>②</sup>			
Country/State of residence <sup>③</sup>	UNITED KINGDOM		
Nationality	BRITISH		
Date of birth	<div> <div>c</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div> </div> <div>21121973</div>		
Business occupation (if any) <sup>④</sup>	SVP CORPORATE CONTROLLER		

<b>F2</b>	<b>Director's service address <sup>⑤</sup></b>		<p><b>⑤ Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>If you provide your residential address here it will appear on the public record.</p>
Building name/number	103 - 105		
Street	BATH ROAD		
Post town	SLOUGH		
County/Region	BERKSHIRE		
Postcode	S L 1 3 U H		
Country	UNITED KINGDOM		

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Registration of an overseas company opening a UK establishment

**F4**

### Director's authority

	Please enter the extent of your authority as director Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input checked="" type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	SEE APPENDIX		
	Are you authorised to act alone or jointly? Please tick one box		
	<input type="checkbox"/> Alone <input checked="" type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly	EITHER OF PATRICK CLEMENTS AND WILLIAM MORDAN		

# OS IN01

## Registration of an overseas company opening a UK establishment

### Corporate director

#### G1 Corporate director details <sup>①</sup>

Use this section to list all the corporate directors of the company  
Please complete G1-G5 Please use a continuation page if necessary

**① Registered or principal address**  
This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number

Name of corporate body or firm	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

#### G2 Location of the registry of the corporate body or firm

Is the corporate director registered within the European Economic Area (EEA)?

- Yes Complete Section G3 only
- No Complete Section G4 only

#### G3 EEA companies <sup>②</sup>

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register

**② EEA**  
A full list of countries of the EEA can be found in our guidance [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**③** This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)

Where the company/firm is registered <sup>③</sup>	
Registration number	

#### G4 Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register

**④ Non-EEA**  
Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered <sup>④</sup>	
If applicable, the registration number	

# OS IN01

## Registration of an overseas company opening a UK establishment

**G5**

### Corporate director's authority

	Please enter the extent of your authority as corporate director Please tick one box		<p>❶ If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below</p> <p>❷ If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below</p>
Extent of authority	<input type="checkbox"/> Limited ❶ <input type="checkbox"/> Unlimited		
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box		
	<input type="checkbox"/> Alone <input type="checkbox"/> Jointly ❷		
If applicable, name(s) of person(s) with whom you are acting jointly			

# OS IN01

Registration of an overseas company opening a UK establishment

## Part 5 UK establishment details

**H1**

### Documents previously delivered - constitution

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

- **No** Go to **Section H3**
- **Yes** Please enter the UK establishment number below and then go to **Section H2**

UK establishment  
registration number

B R

**H2**

### Documents previously delivered – accounting documents

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

- **No** Go to **Section H3**
- **Yes** Please enter the UK establishment number below and then go to **Section H3**

UK establishment  
registration number

B R

Sections H3 and H4 must be completed in all cases

**H3**

### Delivery of accounts and reports

Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment ①

- ☒ In respect of this establishment Please go to **Section H4**
- ☐ In respect of another UK establishment Please give the registration number below, then go to **Section H4**

① Please tick the appropriate box

UK establishment  
registration number

B R



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## Registration of an overseas company opening a UK establishment

**H4****Particulars of UK establishment <sup>①</sup>**

	Please enter the name and address of the UK establishment											
Name of establishment	RBP FINANCE LLC											
Building name/number	103 - 105											
Street	BATH ROAD											
Post town	SLOUGH											
County/Region	BERKSHIRE											
Postcode	S	L	1		3	U	H					
Country	UK											
	Please give the date the establishment was opened and the business of the establishment											
Date establishment opened	2	4			0	7			2	0	1	4
Business carried on at the UK establishment	HOLDING AND FINANCE COMPANY MANAGED IN UK											

**① Address**

This is the address that will appear on the public record

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Registration of an overseas company opening a UK establishment

## Part 6 Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment

### J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company  
Please complete Sections J1-J4

#### Continuation pages

Please use a continuation page if you need to enter more details

Full forename(s) PATRICK NORRIS

Surname CLEMENTS

### J2 Permanent representative's service address <sup>1</sup>

Building name/number 103 - 105

Street BATH ROAD

Post town SLOUGH

County/Region BERKSHIRE

Postcode S L 1 3 U H

Country UNITED KINGDOM

#### <sup>1</sup> Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

### J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative  
Please tick one box

Extent of authority  
☒ Limited <sup>2</sup>  
☐ Unlimited

Description of limited authority, if applicable  
SEE APPENDIX

Are you authorised to act alone or jointly? Please tick one box

☐ Alone  
☒ Jointly <sup>3</sup>

If applicable, name(s) of person(s) with whom you are acting jointly  
WITH EITHER OF WILLIAM MORDAN AND CANDIDA DAVIES

<sup>2</sup> If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below

<sup>3</sup> If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below

# OS IN01

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## Part 7

### Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ Yes Please enter the name and service address of every person(s) authorised below

→ No Tick the box below then go to Part 8 'Signature'

☐ If there is no such person, please tick this box

## K1

### Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below  
Please complete Sections K1-K2

#### Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s)

PATRICK NORRIS

Surname

CLEMENTS

## K2

### Service address of person authorised to accept service <sup>①</sup>

Building name/number

103 - 105

Street

BATH ROAD

Post town

SLOUGH

County/Region

BERKSHIRE

Postcode

S L 1 3 U H

Country

UNITED KINGDOM

#### ① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

# OS IN01

Registration of an overseas company opening a UK establishment

## Part 8

## Signature

This must be completed by all companies

I am signing this form on behalf of the company

Signature

Signature

X







X


This form may be signed by  
Director, Secretary, Permanent representative


# OS IN01


## Registration of an overseas company opening a UK establishment

	<b>Presenter information</b>
You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	E A RICHARDSON
Company name	RECKITT BENCKISER 
Address	
103-105 BATH ROAD	
Post town	
SLOUGH	
Country/Region	
BERKSHIRE	
Postcode	S L 1 3 U H
Country	UK
DX	
Telephone	01753 44 6313 

	<b>Checklist</b>
<b>We may return forms completed incorrectly or with information missing</b>	
<b>Please make sure you have remembered the following</b>	
<input type="checkbox"/> The overseas corporate name on the form matches the constitutional documents exactly	
<input type="checkbox"/> You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate	
<input type="checkbox"/> You have included certified copies and certified translations of the constitutional documents, if appropriate	
<input type="checkbox"/> You have included a copy of the latest disclosed accounts and certified translations, if appropriate	
<input type="checkbox"/> You have completed all of the company details in Section B3 if the company has not registered an existing establishment	
<input type="checkbox"/> You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment	
<input type="checkbox"/> Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number	
<input type="checkbox"/> You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	

	<b>Important information</b>
Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.	

	<b>How to pay</b>
A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House'.	

	<b>Where to send</b>
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.	
<b>England and Wales</b>	
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	

<b>Scotland</b>	
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	

<b>Northern Ireland</b>	
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	

<b>Higher protection</b>	
If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below: The Registrar of Companies, PO Box 4082, Cardiff, CF14 3WE	

	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**Form OSIN01 – RBP FINANCE LLC**

**APPENDIX**

**Extract from the Constitutional documents of RBP Finance LLC**

“

**ARTICLE III**

**3.1 Board of Managers**

3.1.1 The business of the Company shall be managed solely by or under the direction of the Board of Managers who may exercise all the powers of the Company except as otherwise provided by law or by this Agreement (the “Board”). No individual member of the Board (each a “Manager”) shall be considered a “Manager” of the Company as such term is defined under the Act or have any individual authority in respect of the management of the Company whatsoever except as previously granted by the Board. The Board shall act by majority consent with each Manager having one (1) vote.”

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RBP FINANCE LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF DECEMBER, A.D. 2013, AT 2 12 O'CLOCK P.M

Certified as a true copy of the constitutional documents of RBP Finance LLC




P N Clements  
Director

5444454 8100

131388865

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION. 0958438

DATE 12-09-13

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02 23 PM 12/06/2013  
FILED 02 12 PM 12/06/2013  
SRV 131388865 - 5444454 FILE

**CERTIFICATE OF FORMATION**  
**OF**  
**RBP FINANCE LLC**

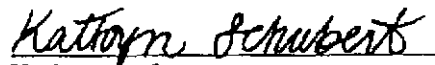
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This certificate of Formation of RBP Finance LLC, dated as of December 6, 2013, is being duly executed and filed by Kathryn Schubert, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act

**FIRST** The name of the limited liability company is RBP Finance LLC (hereinafter referred to as the "Company")

**SECOND** The address of the registered office of the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of the registered agent of the Company for service of process at such address is Corporation Service Company.

In witness whereof, the undersigned has executed the Certificate of Formation as of the first date written above and affirms the truth of the statements contained herein under penalties of perjury.

  
Kathryn Y. Schubert  
Authorized Person





STEP T1

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**RBP FINANCE LLC**

**(A Delaware Limited Liability Company)**

This Limited Liability Company Agreement (the "Agreement"), dated as of December 17, 2013, is hereby duly adopted as the limited liability company agreement of RBP Finance LLC, a Delaware limited liability company (the "Company") by the Member as defined below

**ARTICLE I**

**Definitions**

**1.1 Definitions** The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein)

**"Act"** means the Delaware Limited Liability Company Act, as the same may be amended from time to time

**"Agreement"** means this Agreement of the Company as originally adopted and as amended from time to time

**"Business Day"** means a day other than a Saturday, Sunday or other day which is a nationally recognized holiday in the United States of America and the United Kingdom

**"Capital Contribution"** means any contribution or payment to the capital of the Company in cash or property by the Member whenever made, which upon receipt by the Company, such contribution or payment (i) shall be the property of the Company and (ii) shall be evidenced by an issuance of Shares by the Company to the Member

**"Certificate"** means the Certificate of Formation of the Company as filed with the Secretary of State of Delaware, as it shall be amended from time to time

**"Code"** means the Internal Revenue Code of 1986, as amended Any reference to a section of the Code shall include a reference to any amendatory or successor provision thereto

**"Company"** means RBP Finance LLC, a Delaware limited liability company

**"Fiscal Year"** means the Company's fiscal year, which shall be the calendar year

1810217\_2

Certified as a true copy of the constitutional documents of RBP Finance LLC



P N Clements  
Director

***"Initial Capital Contribution"*** means the initial contribution to the capital of the Company made by the Member pursuant to this Agreement in exchange for an issuance of Shares by the Company to such Member

***"Majority Vote of Managers"*** means, with respect to any referenced group of Managers, a combination of any such Managers constituting a vote of more than fifty percent (50%) of the number of Managers of such referenced group who are then elected and qualified

***"Manager"*** means those Persons named herein or elected to act as managers of the Company as provided herein

***"Member"*** means RBP US Holdings Inc., a Delaware corporation, for so long as it holds any Shares in the Company, and any of its successors or assignees of such Shares

***"Membership Share Certificate"*** means a certificate issued by the Company evidencing ownership of Shares in the Company in accordance with the terms of this Agreement and Section 18-702(c) of the Act

***"Membership Share Interest"*** means, with respect to the Member at any time, the ownership interest of the Member at that time, as evidenced by Membership Share Certificates

***"Person"*** means any natural person, partnership, limited liability company, corporation, trust or other legal entity

***"Shares"*** means shares of ownership interest in the Company, as set forth in Article V hereof

1.2 Other Definitional Provisions All terms used in this Agreement that are not defined in this Article I have the meanings contained elsewhere in this Agreement

## ARTICLE II

### Formation

2.1 Name and Formation The name of the Company is "RBP Finance LLC". The Company was formed as a limited liability company upon the filing of the Certificate pursuant to the Act, and the Member hereby ratifies and approves the filing of the Certificate by Kathryn Y. Schubert, as an authorized person.

2.2 Registered Office and Agent The registered office of the Company shall be at the office of its registered agent at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, and the name of its registered agent at such address shall be Corporation Service Company.

2.3 Principal Place of Business The principal place of business of the Company shall be as set forth on Exhibit A. The Company may locate its place(s) of business and registered office at any other place or places as the Member may from time to time deem necessary or advisable.

2.4 Duration The period of duration of the Company is perpetual from the date its Certificate was filed with the Secretary of State of Delaware, unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

2.5 Purposes and Powers The purpose for which the Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the Act. The Company shall have the power to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of such purposes, and for the protection and benefit of its business.

2.6 Limitation of Liability The liability of the Member and each employee of the Company to third parties for obligations of the Company shall be limited to the fullest extent provided in the Act and other applicable law.

### ARTICLE III

#### Managers

##### 3.1 Board of Managers

3.1.1 The business of the Company shall be managed solely by or under the direction of the Board of Managers, who may exercise all the powers of the Company except as otherwise provided by law or by this Agreement (the "Board"). No individual member of the Board (each a "Manager") shall be considered a "Manager" of the Company as such term is defined under the Act or have any individual authority in respect of the management of the Company whatsoever except as expressly granted by the Board. The Board shall act by majority consent with each Manager having one (1) vote. Any vacancy in the office of Manager, whether resulting from an increase in the number of Managers, from the death, resignation, disqualification or removal of a Manager or otherwise, shall be filled in a manner consistent with the provisions of this Article III.

3.1.2 The number of Managers constituting the whole Board shall be such number as may be fixed from time to time by resolution adopted by the Member. Managers shall be elected by the Member. The initial Managers shall be William Mordan, Patrick Clements and Candida Davies.

3.1.3 The Board may, by resolution passed by a Majority Vote of the Managers, establish one or more committees, each committee to consist of one or more Managers or non-

Managers as determined by the Board from time to time. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, but no such committee shall have the power or authority in reference to the following: (i) approving or adopting, or recommending to the Member, any action or matter expressly required by the Act to be submitted to the Member for approval or (ii) adopting, amending or repealing any provision of this Agreement. Except as the Board may otherwise determine, any such committee may make rules for the conduct of its business, but in the absence of such rules its business shall be conducted so far as possible in the same manner as is provided in this Agreement for the Board. All members of such committees shall hold their committee offices at the pleasure of the Board, and the Board may abolish any committee at any time.

3.1.4 Subject to compliance with this Agreement, the business and affairs of the Company shall be conducted by or under the direction of the Board, and the Board shall have and may exercise on behalf of the Company all of its rights, powers, duties and responsibilities under Article III or as provided by law, including without limitation the exclusive right and authority (provided that the Board may delegate some or all of its duties to one or more committees, officers or otherwise as permitted under the Act)

(a) to manage the business and affairs of the Company and for this purpose to employ, retain or appoint any officers ("Officers"), employees, consultants, agents, brokers, professionals or other persons in any capacity for such compensation and on such terms as the Board deems necessary or desirable and to delegate to such persons such of its duties and responsibilities as the Board shall determine,

(b) to buy or lease assets or sell, lease or encumber any or all of the assets of the Company,

(c) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any contracts, guarantees, commitments, documents or instruments in the name of the Company,

(d) to borrow money or otherwise obtain credit and other financial accommodations or incur liabilities on behalf of the Company on a secured or unsecured basis and to perform or cause to be performed all of the Company's obligations in respect of its indebtedness and any mortgage, lien or security interest securing such indebtedness,

(e) to lend money, invest and reinvest the Company's funds, and receive and hold property as security for repayment,

(f) to open, maintain and close accounts in the name and on behalf of the Company, including, without limitation, bank accounts, brokerage and custodial accounts, investment management, and all other sorts of depository, investment and money management accounts,

(g) to reorganize in any state at any time, and

(h) to make elections and prepare and file returns regarding any foreign, federal, state or local tax obligations of the Company, to make all determinations regarding the allocation of income and loss for tax purposes and to designate the Member and/or Manager to serve as the "Tax Matters Partner" of the Company for purposes of Section 6231(a)(7) of the Code, with power to manage and represent the Company in any administrative proceeding of the IRS. The Tax Matters Partner shall not be separately compensated for acting as a Tax Matters Partner. However, the Tax Matters Partner shall be entitled to be reimbursed for all out-of-pocket expenses properly incurred in its capacity as Tax Matters Partner.

3.1.5 Any person dealing with the Company, the Board or the Member may rely upon a certificate signed by a Majority Vote of the Managers or by the Chairman, as defined herein, as to (a) the identity of any Manager or the Member, (b) any factual matters relevant to the affairs of the Company, (c) the persons who are authorized to execute and deliver any document on behalf of the Company, or (d) any action taken or omitted by the Company, any Manager or the Member.

3.1.6 Except as otherwise provided by law or by this Agreement, each Manager shall hold office until his or her successor is duly elected in accordance with clause 3.1.2 or until his or her earlier death, disability, resignation or removal. Except as otherwise expressly provided herein, any Manager may be removed at any time, with or without cause, by the Member. Subject to the limitations set forth in this clause 3.1.6, any Manager may resign by delivering his or her written resignation to the Company. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

3.1.7 The Board may elect a Manager to the position of Chairman of the Board (the "Chairman"). This position shall be an office of the Board only and shall not be an executive office of the Company. The Chairman shall preside at all meetings of the Board. Regular meetings of the Board may be held at such time, date and place as a majority of Managers then in office, in the first instance, or the Chairman, if not specified by a majority of Managers, may from time to time determine. Special meetings of the Board may be called, orally or in writing, by two (2) or more Managers or by the Chairman, designating the time, date and place thereof. Managers may participate in meetings of the Board by means of conference telephone or similar communications equipment by means of which all Managers participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.

3.1.8 Written notice of the time, date and place of all regular and special meetings of the Board shall be given to each Manager by the Chairman or by one of the Managers calling the meeting. Notice shall be given to each Manager in person, by electronic mail or by facsimile (receipt confirmed) sent to his business, home or e-mail address in advance of the meeting, or by

written notice delivered to his business, home or e-mail address at least twenty-four (24) hours in advance of the meeting. No notice need be given to Managers of regular meetings for which the Board has previously designated a time and place. Notice need not be given to any Manager if a written waiver of notice is executed by him or her before or after the meeting, or if communication with such Manager is unlawful. A notice or waiver of notice of a meeting of the Board need not specify the purposes of the meeting. Attendance by a Manager at a meeting shall constitute waiver of notice, unless such attendance was for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

3.1.9 At any meeting of the Board, a majority of the Managers then in office shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice upon reaching a quorum. Unless a larger number is required by law or by this Agreement, at any meeting of the Board at which a quorum is present, a majority of the Managers in attendance at such meeting may take any action on behalf of the Board. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a written consent thereto is signed by a majority of the Managers then in office, which written consent may include a consent transmitted by electronic transmission as provided under Section 18-404 of the Act. Such consent shall be treated as a vote of the Board for all purposes and filed with the records of the meetings of the Board. Prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to those Managers who have not consented.

3.1.10 No Manager shall be obligated personally for any debt, obligation or liability of the Company or of the Member, whether arising in contract, tort or otherwise, solely by reason of being or acting as Manager of the Company. No Manager shall be personally liable to the Company or to the Member for acting in good faith reliance upon the provisions of this Agreement, or for breach of any fiduciary or other duty that does not involve acts or omissions not in good faith or which involve gross negligence or willful misconduct. Any person alleging an act or omission as not taken or omitted in good faith shall have the burden of proving by a preponderance of the evidence the absence of good faith.

3.1.11 Only the Board and such Officers and other agents of the Company as may be appointed by the Board from time to time pursuant to clause 3.1.4(a) above shall have the authority to bind the Company.

3.2 Compensation of the Managers and Officers. The Managers and Officers shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to receive reasonable compensation, in an amount to be determined from time to time by the Board.

3.3 Managers' and Officers' Standard of Care. The Managers' and Officers' duty of care in the discharge of their respective duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging their duties, the Managers and Officers shall be fully protected in relying in good faith upon such information, opinions, reports or statements by any of its agents, or by any other

Person, as to matters they reasonably believe are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid

#### ARTICLE IV

##### Member

4.1 Authority of the Member Except as otherwise provided herein or required by applicable law, the Member shall not exercise any management or control over the business affairs of the Company

4.2 Actions by the Member All actions of the Member provided for herein shall be taken by written consent without a meeting. Any such action shall be effective only if the consent is in writing, sets forth the action so taken, and is signed by the Member

4.3 Number Initially, there shall be only one (1) Member of the Company

#### ARTICLE V

##### Share Capital

5.1 Shares The ownership interests of the Company shall be designated as "Shares". The total number of Shares which the Company shall have the authority to issue shall initially be set at 1,000,000. The Shares shall have the powers, privileges and rights, and the qualifications, limitations or restrictions set forth in this Agreement, including

- (a) Voting The Member is entitled to one vote for each Share held. The number of authorized Shares may be increased or decreased (but not below the number of shares thereof then outstanding) by the Member at any time.
- (b) Distributions Except as otherwise prohibited by the Act, the Company may make distributions in respect of any Shares, as determined by the Board from time to time in its sole discretion in accordance with this Agreement, but subject to clause 5.1(c) below, no Member shall be entitled to receive any distribution, in cash or in kind, unless and until such distribution shall have been duly authorized by the Board hereunder. For the avoidance of doubt, prior to any such distribution, the profits or



losses shall belong to the Company

- (c) Liquidation In the event of a liquidation of the Company, a holder of Shares shall be entitled to the rights, preferences and amounts per Share set forth in Article VII hereof

5.2 Payment for Shares

(a) Upon the execution of this Agreement, RBP US Holdings Inc., as the sole Member, shall contribute to the Company the property described as the Initial Capital Contribution on the share ledger set forth on Exhibit A (the "Share Ledger"). Such property shall be the Initial Capital Contribution of the Member and, in exchange for such property, the Company shall issue 358,107 Shares to the Member. The Member shall receive a Membership Share Certificate in a form as attached as Exhibit B, certifying the number of Shares owned by it in the Company.

(b) The Share Ledger shall be maintained by the Company and shall be updated by the Company to reflect any issuances, sales, assignments, transfers or other transactions that affect the Shares.

(c) If at any time the Member determines that the Company has insufficient funds to carry out the purposes of the Company, the Member may make additional contributions to the capital of the Company in exchange for additional Shares. No Member shall be paid interest on any Capital Contribution.

5.3 Withdrawal or Reduction of Capital Contributions No Member shall receive out of the Company's property any part of its Capital Contribution until the Company has been dissolved and all liabilities of the Company have been paid or there remains property of the Company sufficient to pay such liabilities.

5.4 Liability of Member No Member shall be liable for the debts, liabilities or obligations of the Company beyond any Capital Contribution thereof. No Member shall be required to contribute to the capital of, or to loan any funds to, the Company.

5.5 Certificates Membership Share Interests will be evidenced by certificates issued by the Company under Section 18-702(c) of the Delaware Limited Liability Act.

## ARTICLE VI

### Books and Accounts

6.1 Records and Reports At the expense of the Company, the Managers shall maintain records and accounts of all operations and expenditures of the Company.

6.2 Returns and Other Elections The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. All elections permitted to be made by the Company under federal or state laws shall be made by the Managers with the consent of the Member.

## ARTICLE VII

### Dissolution and Termination

#### 7.1 Dissolution

(a) The Company shall be dissolved upon the first of the following to occur:

(i) Upon the election to dissolve the Company by the Member,

(ii) The entry of a decree of judicial dissolution under Section 18-802 of the Act.

Notwithstanding the foregoing, the sale, assignment or other transfer of the Shares by the Member (and any resignation by the Member) shall not cause the dissolution of the Company.

(b) Upon dissolution of the Company, the business and affairs of the Company shall terminate, and the assets of the Company shall be liquidated under this Article VII.

(c) Dissolution of the Company shall be effective as of the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until there has been a winding up of the Company's business and affairs, and the assets of the Company have been distributed as provided in clause 7.2.

(d) Upon dissolution of the Company, the Managers may cause any part or all of the assets of the Company to be sold in such manner as the Managers shall determine in an effort to obtain the best prices for such assets, provided, however, that the Managers may distribute assets of the Company in kind to the Member in accordance with the respective number of Shares held by the Member to the extent practicable.

7.2 Distribution of Assets Upon Dissolution On dissolution, the assets of the Company shall be paid in the following order:

(a) First, to creditors, in the order of priority as provided by applicable law, except those to the Member on account of the Member's Capital Contributions, and

(b) Second, any remainder shall be distributed to the Member

7.3 Cancellation of Certificate When all liabilities and obligations of the Company have been paid or discharged, or adequate provision has been made therefor, and all of the remaining property and assets of the Company have been distributed to the Member, a certificate of cancellation shall be executed on behalf of the Company by the Managers or the Member and shall be filed with the Secretary of State of Delaware, and the Managers and Member shall execute, acknowledge and file any and all other instruments necessary or appropriate to reflect the dissolution and termination of the Company

## ARTICLE VIII

### Transfer of Shares

The Member may sell, assign or otherwise transfer all or any portion of the Member's Shares at any time to any Person, who shall thereupon become a Member of the Company and shall execute and become subject to this Agreement, provided, however, that this Agreement shall be amended prior to the admission of a second Member to incorporate such provisions as may be agreed to between or among the Members or otherwise required for the operation and administration of a multi-member limited liability company. Any transfer of Shares shall be reflected on the books and records of the Company (including the Share Ledger) and on any corresponding Membership Share Certificate. In the event any Membership Share Certificate must be cancelled, then such Membership Share Certificate shall be marked cancelled by the Company, with the date of cancellation, and shall be immediately placed in a certificate book maintained by the Company for that purpose, and a new Membership Share Certificate shall be issued by the Company to the new Person who holds such Shares.

## ARTICLE IX

### Miscellaneous Provisions

9.1 Assets No real or other property of the Company shall be deemed to be owned by the Member individually, but shall be owned by and title shall be vested solely in the Company.

9.2 Debts and Liabilities All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member.

9.3 Notices Any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an officer of the party to whom the same is

directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's, Manager's and/or Company's address as it appears in the Company's records, as appropriate. Except as otherwise provided herein, any such notice shall be deemed to be given when delivered personally or the next Business Day after the date on which the same was telecopied to such person.

9.4 Application of Delaware Law This Agreement and the application or interpretation hereof, shall be governed exclusively by the laws of the State of Delaware, and specifically the Act.

9.5 Headings and Sections The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. Unless the context requires otherwise, all references in this Agreement to Sections or Articles shall be deemed to mean and refer to Sections or Articles of this Agreement.

9.6 Amendments Except as otherwise expressly set forth in this Agreement, the Certificate and this Agreement may be amended, supplemented or restated only upon the written consent of the Member. Upon obtaining the approval of any amendment to the Certificate, the Managers shall cause a certificate of amendment in accordance with the Act to be prepared, and such certificate shall be executed by no less than one Manager and shall be filed in accordance with the Act.

9.7 Number and Gender Where the context so indicates, the masculine shall include the feminine, the neuter shall include the masculine and feminine, and the singular shall include the plural.

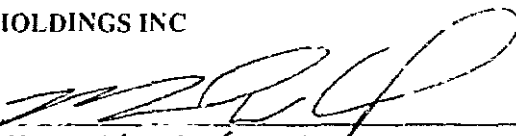
9.8 Binding Effect Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the Member and the Member's distributees, legal representatives, successors and assigns.

9.9 Counterparts This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and shall be binding upon the Member who executed the same, but all of such counterparts shall constitute the same Agreement.

STEP 1


IN WITNESS WHEREOF, the undersigned, being a Member of the Company, has caused this Agreement to be duly adopted by the Company as of the date set forth above

**RBP US HOLDINGS INC**

By   
Name Mark Crossley  
Title President

Accepted and agreed to as of  
the date first above written

**RBP FINANCE LLC**

By   
Name Patrick Clements  
Title Manager

STEP T1

**EXHIBIT A**  
**SHARE LEDGER**

Name of Company	RBP Finance LLC
Address of Company	103-105 Bath Road Slough, Berkshire SL1 3UH United Kingdom
Registered Agent and Registered Office	Corporation Service Company 2711 Centerville Road, Suite 400, Wilmington Delaware 19808
Member	RBP US Holdings Inc
Initial Capital Contribution	4 000 Shares of Common Stock, par value US\$0.01 per share, of Reckitt Benckiser Pharmaceuticals Inc, a Delaware corporation
Outstanding Shares	358,107

**EXHIBIT B**

Form of Membership Share Certificate

**RBP FINANCE LLC**

**\*\*a Delaware Limited Liability Company\*\***

**MEMBERSHIP SHARE CERTIFICATE**

No \_\_\_\_\_

**THIS CERTIFIES** that \_\_\_\_\_ is the owner of \_\_\_\_\_  
Shares of **RBP Finance LLC** (the "*Company*"), a limited liability company formed pursuant to  
the Delaware Limited Liability Company Act, such Shares transferable only on the Company's  
books by the holder hereof in person or by attorney upon surrender of this Membership Share  
Certificate properly endorsed

THE SECURITIES REPRESENTED BY THIS MEMBERSHIP SHARE  
CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN  
REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED. THESE  
SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH  
REGISTRATION OR AN EXEMPTION THEREFROM UNDER SUCH ACT.

IN WITNESS WHEREOF, the Company has executed this Membership Share  
Certificate as of \_\_\_\_\_, 20\_\_

**RBP Finance LLC**

By \_\_\_\_\_  
Name  
Title



**FILE COPY**

**CERTIFICATE OF REGISTRATION  
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC031757

UK Establishment No. BR016827

The Registrar of Companies hereby certifies that

**RBP FINANCE LLC**

has this day been registered under the Companies Act 2006 as having  
established a UK Establishment in the United Kingdom.

Given at Companies House on **4th February 2014**.