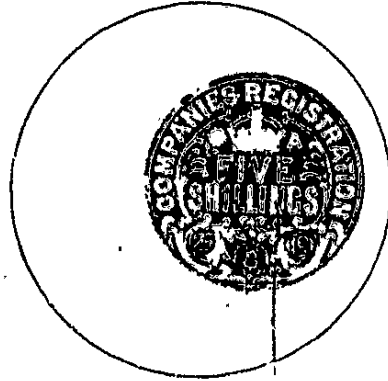


No. of Certificate } 158173
/

(G.A. 11)
M.H.

COMPANIES ACTS, 1908 & 1913.

REGISTERED
120163
23 AUG 1919



A K.
Companies
Registration
Fee Stamp
to be
impressed
here.

DECLARATION of Compliance with the requisitions of the Companies

Act, made pursuant to S. 17 (2) of the Companies (Consolidation)

Act, 1908 (8 Edw. 7 Ch. 69) on behalf of a Company proposed to be

registered as A. Bourjois et Cie

_____ Limited.

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

LONDON WALL, LONDON.

presented for filing by

Bristow Cooke & Co. Chartered

23 AUG 1919

158173

1 John Griffin Bristol
of 1 Copthall Buildings, London
E.C. 2

(a) Must insert:
"A Solicitor of the
High Court engaged
in the formation,"
or
"A Director (or
Secretary) named in
the Articles of
Association."

Do solemnly and sincerely declare that I am " a Solicitor
of the High Court engaged in the
formation

of A. Bourjois et Cie

Limited, and That all the requisitions of the Companies (Consolidation)
Act, 1903, in respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with. And I make
this solemn Declaration conscientiously believing the same to be true and
by virtue of the provisions of the "Statutory Declarations Act, 1836."

Declared at 1 Copthall Buildings
Room E.C. 2

the 22nd day of August
one thousand nine hundred and nineteen

Before me,

[Signature]
A Commissioner for Oaths.

[Signature]

(No. 834.)

(G.A. 20)
14-18.

No. of Certificate 158193 / 2



A. Bourjois et Cie LIMITED.

REGISTERED
120168
23 AUG 1919

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891, as amended by s. 7, Finance Act, 1899. (NOTE.—The Stamp Duty on the Nominal Capital is Five Shillings for every £100 or fraction of £100.)

This Statement is to be filed with the Memorandum of Association or other document, when the Company is registered.

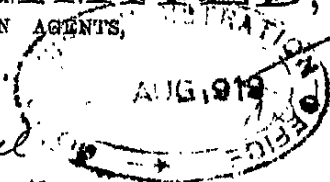
PUBLISHED AND SOLD BY
WATERLOW & SONS LIMITED,
LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,
LONDON WALL, LONDON.

Presented for filing by

Bristow Cooke & Capmell

1 Copthall Buildings

London E.C. 2



Handwritten initials

The NOMINAL CAPITAL of

A. Bourjois et Cie

..... Limited.

is £ 15,000 divided into 15,000 shares of £ 1 each.

Signature

[Handwritten Signature]

Description

Manager

Date _____ day of August 1919

This Statement should be signed by an Officer of the Company.

THE COMPANIES ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

A. BOURJOIS ET CIE.
LIMITED.

Memorandum

AND

Articles of Association.

Prepared for filing by

BRISTOWS, COOKE & CARPMAEL,

1 COPTHALL BUILDINGS,

LONDON, E.C.

PRINTED BY

WATERLOW AND SONS LIMITED, LONDON WALL, LONDON, E.C.

No.



Certificate of Incorporation.

I hereby certify that A. BOURJOIS ET CIE. LIMITED is
this day Incorporated under the Companies Acts, 1908 to 1917, and
that the Company is LIMITED.

Given under my hand at London, this day of
One thousand nine hundred and nineteen.

Registrar of Joint Stock Companies.



THE COMPANIES ACTS, 1908 TO 1917.

COMPANY LIMITED BY SHARES.

REGISTERED
12017
21/8
23 AUG 1913

Memorandum of Association

OF

A. BOURJOIS ET CIE. LIMITED.

certified
Dis/ps
2nd letter

1. The name of the Company is "A. BOURJOIS ET CIE. LIMITED." ✓
2. The Registered Office of the Company will be situate in England. ✓
3. The objects for which the Company is established are :—

(A) To carry on in the United Kingdom and in all British Colonies, Dependencies and Protectorates trade or business connected with the purchase and sale of essences, lotions, extracts, oils, soaps, cosmetics, creams, unguents, pomades, powders, preparations for the teeth and hair, rouge, paints, sachets, toilet requisites and preparations, perfumes, scents, salts and perfumery goods of all kinds and descriptions, and to act as dealers in and agents for the sale of all the above articles and things, and other commodities, articles and things of an analogous description, character or use.

(B) To carry on in the territories aforesaid business as manufacturers or producers of the articles, things and commodities aforesaid, and of materials for the manufacture, production or treatment thereof.

(C) To manufacture, cause to be manufactured, or purchase boxes, cases, packets, bottles and other receptacles, and materials for making the same, to contain or pack for sale the articles, things and commodities aforesaid.

(D) To import and export to the territories aforesaid all or any of the said articles, things, commodities and materials.

(E) To carry on any other trade or business, whether manufacturing or otherwise, which may seem to the Company capable of being carried on in connection with the above, or otherwise calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights for the time being.

(F) To apply for, obtain or otherwise acquire any inventions, patents, patent rights, concessions, secret processes, recipes, receipts, prescriptions, formulæ, trade marks, trade names and licenses, or any interests therein relating to the production of the articles, things and commodities aforesaid or which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company, and to use, exercise, develop, grant licenses in respect of and otherwise turn to account the same.

(G) To purchase, take on lease or in exchange, hire, or otherwise acquire, work, use and maintain all plant, machinery, implements, stock, stores and materials of every kind requisite for any of the purposes of the Company, and to acquire by purchase, lease or otherwise, any lands or buildings, real or personal property, easements, rights or privileges, which the Company may think suitable or convenient for any purposes of its business, and to erect and construct buildings and works of all kinds.

(H) To acquire and carry on all or any part of the business or property, and to undertake any liabilities, of any person, firm, association or company possessed of property suitable for any of the purposes of this Company, or carrying on any business which this Company is authorised to carry on, or which can be conveniently carried on in connection with the same, or may seem to the Company calculated directly or indirectly to benefit this Company, and as the consideration for the same, or for the acquisition of any goods or property, to pay cash or to issue any shares, stocks or obligations of this Company, and to enter into working arrangements, contracts and agreements with other companies and persons.

(I) To promote, form, and be interested in any other company or companies for the purpose of acquiring all or any of the property or liabilities of this Company, or of advancing directly or indirectly the objects or interests thereof, and to acquire and hold shares, stock or securities of or guarantee the

payment of any securities issued by, or any other obligations of any such company, or to underwrite or guarantee or procure subscription for the shares or securities of, or subsidise or otherwise assist any such company, and to purchase, subscribe for, or otherwise acquire and to hold the stock, shares or obligations of any company in the United Kingdom or elsewhere, and upon a distribution of assets, or division of profits, to distribute such shares, stocks or obligations amongst the Members of this Company in specie.

(J) To borrow or raise money for any purposes of the Company, and for the purpose of securing the same and interest, or for any other purpose, to mortgage or charge the undertaking, or all or any part of the property of the Company, present or after acquired, or its uncalled capital; and to create, issue, make, draw, accept and negotiate perpetual or redeemable Debentures or Debenture Stock, bills of exchange, promissory notes, or other obligations or negotiable instruments.

(K) To invest and deal with the money of the Company not immediately required in or upon such securities as may from time to time be determined upon.

(L) To sell, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of the Company upon any terms, with power to accept as the consideration any shares, stocks, or obligations of any other company.

(M) To pay out of the funds of the Company all expenses of or incident to the formation, registration and advertising of this Company or any other company, and the issue of capital of this or any other company, including brokerage and commissions for obtaining applications for, or placing shares, and to apply at the cost of the Company to Parliament for any extension of the Company's powers.

(N) To provide for the welfare of persons in the employment of the Company or formerly in its employment, and the widows and children of such persons and others dependent upon them, by granting money, gratuities, pensions, or allowances, providing or contributing to schools, reading rooms, places of recreation, or any educational, social or charitable institution or society calculated to be beneficial to such persons; establishing or subscribing or contributing to sick or benefit clubs or societies; or in any other manner that the Company may think fit.

(o) To make donations and subscriptions to any object likely to promote the interests of the Company; and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.

(p) To remunerate any corporation or person, whether an officer of the Company or not, and either in the form of brokerage, commission, or otherwise, for any services rendered to the Company in or about the conduct of its business, or for introducing business, obtaining subscriptions to, or guaranteeing the subscriptions of, or underwriting or placing or assisting in placing the shares or securities of the Company or of any company or association promoted by this Company, or in which it is interested or otherwise assisting or rendering services to the Company.

(q) To carry out all or any of the foregoing objects as principals or agents, or in partnership or conjunction with any other person, firm, association, or company, and in any of the territories aforesaid.

(r) To do all such other things as are or may be deemed incidental or conducive to the attainment of the above objects.

4. The liability of Members is limited.

5. The capital of the Company is £15,000, divided into 15,000 Shares of £1 each, with power to the Company to increase or reduce the same, and to divide the Shares in the capital for the time being, whether original or increased, into different classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>Henry B. Welch</i> <i>Merchant</i> <i>Kinmaid Avenue</i> <i>Dowley Kent</i>	One
<i>Henry Woodgate Welch</i> <i>48 Madras Rd. Shroton</i> <i>London</i> <i>Merchant</i> <i>S. 17. 16</i>	One

Dated the 20th day of August, 1919.

Witness to the above signatures of }

Henry B. Welch :-

A. J. Penwarden

Clerk to Brittas Book Co. Carmel

1 Colfax Buildings, E.C. 2

Witness to the signature of }

Henry Woodgate Welch

Arctic Road (Mrs)

14 Madras Road

Stratford S. 6. 16



THE COMPANIES ACTS, 1908 TO 1917.

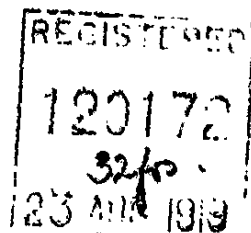
COMPANY LIMITED BY SHARES.

Articles of Association

OF

A. BOURJOIS ET CIE. LIMITED.

(Registered with Memorandum of Association.)



CONSTITUTION.

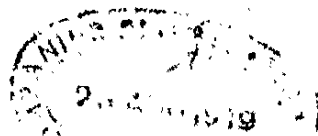
1. The regulations contained in Table "A" in the First Schedule to the Companies (Consolidation) Act, 1908 (hereinafter called Table "A"), shall apply to the Company save in so far as the same are excluded, superseded or modified by or are inconsistent with the following regulations.

2. The following Articles of Table "A" shall not apply to this Company, viz., Articles 5, 20, 35 to 41 inclusive, 68 to 70 inclusive, 73, 76 to 78 inclusive, 84, 85, 87, 88 and 108.

3. The Company is intended to be a Private Company within the meaning of the Companies Acts, 1908 and 1913, and accordingly at no time shall the number of Members (exclusive of persons who are in the employment of the Company, and of persons who, having been formerly in the employment of the Company, were, whilst in such employment, and have continued after the determination of such employment to be Members of the Company) exceed fifty. Joint holders of a Share shall be treated as a single Member.

4. No invitation shall be issued to the public to subscribe for any Shares or Debentures of the Company.

5. The Company may at any time pay a commission to any person either in cash or fully paid Shares for subscribing or agreeing to subscribe



(whether absolutely or conditionally) for any Shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any Shares in the Company, but so that if the commission shall be paid or payable out of Capital the statutory conditions and requirements shall be observed and complied with, and the commission shall not exceed 50 per cent. on the Shares in each case subscribed or agreed to be subscribed or an amount equivalent thereto.

BUSINESS.

6. The business of the Company shall include all or any of the several objects mentioned in or within the scope and meaning of the Memorandum of Association, without any restriction or limitation whatsoever, and shall be carried on by or under the management of the Directors, and according to such regulations as they may from time to time prescribe, subject only to such control of General Meetings as is provided by these presents.

7. No part of the funds of the Company shall be employed in the purchase of or loan upon Shares of the Company.

TRANSFER AND TRANSMISSION OF SHARES.

8. The Directors may in their absolute discretion refuse to register any transfer of any Shares in the Company without being under any obligation to state the grounds of their refusal, and they shall not pass or register any transfer which would have the effect of causing the number of Members (exclusive of persons in the employment of the Company and of persons who, having been formerly in the employment of the Company, were, whilst in such employment, and have continued after the determination of such employment, to be Members of the Company) to exceed fifty.

9. The Directors may charge a fee not exceeding 2s. 6d. in respect of every transfer.

10. Every instrument of transfer tendered for registration shall be accompanied by the certificate of the Shares to which it relates, and such other evidence as the Directors may reasonably require, to show the right of the transferor to make the transfer.

BORROWING POWERS.

11. The Directors may from time to time, at their discretion, borrow or raise any sum or sums of money for the purposes of the Company and for the purpose of securing the repayment of any such

moneys so borrowed or raised, or for any other purpose the Directors may create and issue any mortgages, with or without power of sale, Debentures or Debenture Stock charged upon all or any part of the undertaking, revenue, property and rights of the Company, both present and future, income bonds or other security, or without security, upon and subject to such terms and conditions as to payment, interest, or redemption or otherwise as they may think fit.

ALTERATION OF CAPITAL.

12. The Company in General Meeting may from time to time increase the Capital by the creation of new Shares of such amount as may be deemed expedient.

ALTERATION OF RIGHTS.

13. So long as the Shares of the Company shall be divided into different classes, all or any of the rights, privileges or advantages attaching to any class of Shares, or any part thereof, whether issued or unissued, may be affected, altered, modified, commuted, abrogated or dealt with in any manner with the sanction of an Extraordinary Resolution, passed at a separate General Meeting of the Members of that class, whether such Meeting is held before or in the winding up of the Company, but not otherwise. To any such General Meeting all the provisions of these presents shall *mutatis mutandis* apply, but so that the necessary quorum shall be Members of the class holding or representing by proxy one-half of the Capital paid or credited as paid up on the issued Shares of the class.

GENERAL MEETINGS.

14. In Article 51 of Table "A" the word "two" shall be substituted for the word "three," and in Article 56 of the said Table the word "one" shall be substituted for the word "three."

15. The words "fifteen minutes" shall be substituted for the words "half-an-hour" wherever they occur in Article 52 of the said Table "A."

DIRECTION AND MANAGEMENT.

16. Unless and until otherwise determined the number of Directors shall not be less than two or more than five.

17. The qualification of a Director shall be the holding of 100 Shares in the Company. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months of his appointment.

18. The first Directors shall be nominated in writing by the subscribers to the Memorandum of Association.

19. A Director may, save as provided by contract with him to the contrary, retire from office upon giving notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

20. Any casual vacancy occurring in the Board of Directors may be filled by the Directors, and the Directors shall also have power at any time and from time to time to appoint any person as an additional Director, but in either case any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for election by the Company at that Meeting as a Director.

21. A Director may hold any other office or place of profit under the Company, other than that of Auditor of the Company, in conjunction with his directorship, and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise, as may be arranged by the Directors.

22. If any Director shall be called upon to go or reside abroad on the Company's business, or otherwise perform special services, the Board may arrange with such Director for such extra or special remuneration for such services, either by way of salary, commission or the payment of a stated sum of money as they shall think fit, and the Directors shall be repaid all travelling expenses and other expenses incurred by them when engaged on the business of the Company under the direction of the Board.

23. The Company may by Extraordinary Resolution remove any Director, and the office of Director shall also be vacated if the Director :—

(A) Becomes bankrupt, or files a petition for a receiving order, or compounds with his creditors ; or

(B) If he does not within two months from the date of his appointment obtain his qualification ; or, if after the expiration of such period he ceases to hold the necessary Share qualification ; and a person vacating office under this sub-clause shall be incapable of being reappointed a Director until he shall have obtained his qualification ; or

(c) By notice in writing to the Company resigns his office.

24. No Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or arrangement or any contract or arrangement entered into with any company or partnership in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement; provided that the nature of his interest must be disclosed by such Director to the Board prior to the contract or arrangement being determined on, if his interest then exists, or in any other case at the first meeting of the Board after the acquisition of his interest. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in all transactions with that firm or company, shall be a sufficient disclosure under this clause as regards such Director, and in such case it shall not be necessary for such Director to give special notice in respect of each particular transaction with such firm or company.

REMUNERATION OF DIRECTORS.

25. The Directors shall be entitled to remuneration for their services at the rate of £100 per annum each or such larger sum as may from time to time be determined by the Company in General Meeting.

ROTATION OF DIRECTORS.

26. At the Annual General Meeting in the year 1921, and at the Annual General Meeting in every subsequent year, one-third of the Directors for the time being other than a Managing Director or Director holding any other office under the Company, or if their number is not three or a multiple of three then the number nearest to one-third shall retire from office.

PROCEEDINGS OF DIRECTORS.

27. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their Meetings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall form a quorum.

28. A Director may, and the Secretary, at the request of any Director, shall, at any time summon a Meeting of the Directors. Questions arising at any Meeting of Directors shall be decided by a majority of votes of the Directors present, and in case of equality of votes the Chairman shall have a second or casting vote.

29. A Meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the powers, authorities, and directions by or under the regulations of the Company for the time being vested in the Directors.

30. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted.

COMMON SEAL.

31. The Seal of the Company shall not be affixed to any instrument without the authority of the Board or of a Committee authorised in that behalf by the Board, and every such instrument shall be sealed in the presence of at least one Director and the Secretary or such other person as the Directors may appoint for the purpose, and such Director or Directors, Secretary or other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

WINDING-UP.

32. Subject to the rights of Members in respect of Shares issued upon special conditions with respect to participation in the surplus assets of the Company upon the winding up thereof, and to any charge upon or right conferred by contract with respect thereto, such surplus assets upon the winding up of the Company shall be divisible among the Members in proportion to the amounts paid up or credited as paid up on such Shares held by them respectively.

33. If the Company shall be wound up (whether voluntarily or otherwise) the Liquidators may, with the sanction of an Extraordinary Resolution, divide among the contributories, in specie, any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in Trustees, upon such trusts for the benefit of the contributories as the Liquidators, with the like sanction, shall think fit.

INDEMNITY TO DIRECTORS.

34. The Directors shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay and satisfy all costs, losses, expenses and liabilities incurred by any of the Directors in the course of the Company's business.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

H. G. Quetch

Kimmaid Avenue
Bromley Kent

Merchant

Henry Woodgate Quetch

48 Madeira Rd

Merchant

Streatham SW 16

Dated the 20th day of August, 1919.

Witness to the above signatures—of }

Henry G. Quetch

A. J. Foxwarden

Clerk to Brittas Book Co. Limited
1 Copthall Buildings Eb 2

Witness to the signature of Henry }
Woodgate Quetch

A Beatrice Reid, (Mrs).

14. Madeira Road.

Streatham, S.W. 16

TRADING WITH THE ENEMY AMENDMENT ACT, 1914.

(5 Geo. 5. Ch. 12.)

REGISTERED
120170
3/10
23 11/10 1914

No
Registration
Fee payable.

DECLARATION made pursuant to S. 9 (1) (a) of the said Act.

Name of Company _____

A. Bourgeois et Cie

Limited.

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

LONDON WALL, LONDON.

Presented for filing by

Arvidus Cooke Carpenter

1 Boshall Buildings

London E.C. 2

1914

JP

John Griffin Bristol
1 Copthall Buildings, London E.C. 2

do solemnly and sincerely declare that I am a Solicitor of the Supreme
Court engaged in the formation of *A. Bourjois et Cie*

Limited, and That the Company is not formed for the purpose or with
the intention of acquiring the whole or any part of the undertaking of
a Person, Firm or Company, the books and documents of which are
liable to inspection under Sub-section (2) of Section two of the Trading
with the Enemy Act, 1914. And I make this solemn Declaration
conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act, 1835.

Declared at *1 Copthall Buildings*
London E.C. 2

the *22nd* day of *August*
one thousand nine hundred and *nineteen*

Before me,

John Griffin Bristol

J. Griffin Bristol

No. 158193



Certificate of Incorporation

I Hereby Certify, That the

A. Bourjois et Cie. Limited

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is Limited.

Given under my hand at London this Twenty-third day of August

One Thousand Nine Hundred and Nineteen.

Fees and Deed Stamps £ 9 =

Stamp Duty on Capital £ 37 = 10/ =

W. Little
Registrar of Joint Stock Companies.

Certificate received by A. Penwarden
Business Books & Stationery
1 Copthall Place - EC

Date 27/8/19