



CERTIFICATE OF INCORPORATION

No. 1006843

I hereby certify that

FIONA ROSE LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the
Company is Limited.

Given under my hand at London the 2ND APRIL, 1971.

F. L. Knight
(F. L. KNIGHT)

Assistant Registrar of Companies

THE COMPANIES ACTS 1948 to 1967

DECLARATION of Compliance with the requirements of the
Companies Act 1948 on application for registration of a Company.

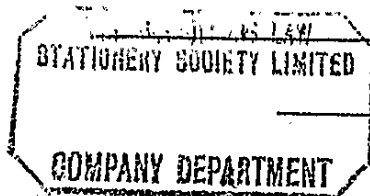
Pursuant to Section 15 (2) of the Companies Act 1948

Insert the
Name of the
Company.

FIONA-ROSE
LIMITED

Presented by

Presentor's Reference

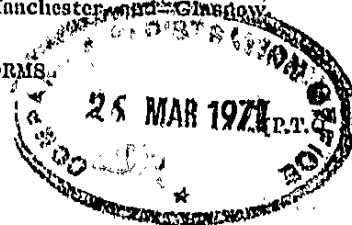


Form No. 41
(No filing fee payable)

Printed and Published by The Solicitors' Law Stationery Society, Limited, Oyez House, Breems Buildings,
Fetter Lane, London EC4P 4BU and at Birmingham, Cardiff, Liverpool, Manchester, and Glasgow.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS.

Companies 66



I, KENNETH ROBERT EMBLETON

of 4/6 CHURCH SQUARE

LEIGHTON BUZZARD

BEDFORDSHIRE

Handwritten:
Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") engaged
"in the formation"
or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary".

Do solemnly and sincerely declare that I am ("A Solicitor of the

Supreme Court engaged in the formation of

of FIONA ROSE

Limited,

And that all the requirements of the Companies Act 1948 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 1835

Declared at LEIGHTON BUZZARD

BEDFORDSHIRE

the 24th day of March

one thousand nine hundred and

seventy one

Before me,

Handwritten signature
L. WEBSTER

A Commissioner for Oaths [or Notary Public or Justice of the Peace]

Note.—This margin is reserved for binding and must not be written across.

Number of
Company

1006843

2.

STATEMENT OF THE NOMINAL CAPITAL

OF

FIONA-ROSE

LIMITED

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, Section 39 of the Finance Act 1920 and Section 41 of the Finance Act 1933.

THE NOMINAL CAPITAL of the above named Company is £ 100

Signature

Description COMPANY DIRECTOR

Dated the 24th day of March 19 71

NOTES.—The Stamp Duty on the Nominal Capital is Ten 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 and should be signed by an Officer of the Company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Presented by

THE SOLICITORS LAW
STATIONERY SOCIETY LIMITED

COMPANY DEPARTMENT

Presentor's Reference.....

120 M

COMPANY LIMITED BY SHARES

HR26-99 0330 020.00

Memorandum of Association

OF

1006843 | 3

FIONA-ROSE LIMITED

1. The name of the Company is "FIONA-ROSE 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 business as owners of boutiques, cash and carry warehouses and mail order companies, designers manufacturers, manufacturers representatives, wholesalers, buyers, sellers and retailers of and dealers and factors and export and import agents in gowns, mantles, costumes, blouses, furs, millinery, hosiery, knitted jersey dresses, boots, shoes, haberdashery, or any other wearing apparel of any description, including the necessary accessories for the manufacturing selling or fitting of such articles made of all classes of material including cloth, wool, plush, satin, velvet, velveteen, yarn, linen, cambric, muslin, flannel, felt, flock, mungo, shoddy, trimmings, canvas, cotton, tape, webbing, tapestry, oilskins, waterproofs, silk, artificial silk, plastic or any textile or fabric, leather, rubber, fur, metal of any description including alloys or composition, ivory, ebony or other woods, papier mache, celluloid and other similar materials and precious and other stones.
 - (B) To carry on business as dealers in all kinds of toilet articles, requisites and specialities, soaps, scents, perfumes, shampoos, cosmetics, dentifrices, toothbrushes, nail brushes and beauty preparations of all kinds, razors, strops, scissors, sprays, mirrors, brushes, combs, etc.

THE SOLICITORS LAW
STATUTORY SOCIETY LIMITED

26 MAR 1971

hairpins, wavers, curlers, fasteners, nets, appliances and instruments for chiropody, manicurists, hair drying and permanent hair waving machines, hair curling, hair dyeing or dressing and face massage machines, manufacturers and dealers in all kinds of hair and skin preparations, oils, perfumes, soap and pomades and chemists and hairdressers sundries generally.

- (C) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (D) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (E) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (F) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (G) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and

collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- (H) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (I) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (J) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (K) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (L) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (M) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

- (N) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (O) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (P) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (Q) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

- (R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (T) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (W) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £100, divided into 100 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential,

deferred or other special rights, privileges, conditions
or restrictions as to dividend, capital, voting or
otherwise.

ditions

WE, the several persons whose names, addresses and descriptions 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.
William Thomas Bealy "CROSS MEAD" HEATH RD. LEIGHTON BORZ ASD. BCOS Company DIRECTOR.	ONE
Ruth Felix 23, Old Manor Ct. Cleeve Rd London N.W.8 Housewife	ONE

DATED this 23rd day of MARCH, 1971.

WITNESS to the above Signatures :-

Handwritten signatures:
W. T. Bealy
Ruth Felix
W. T. Bealy
Ruth Felix
W. T. Bealy
Ruth Felix

COMPANY LIMITED BY SHARES

Articles of Association

OF

FIONA-ROSE LIMITED

PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 as amended (hereinafter referred to as "Table A, Part II"), shall apply to the Company.

2. Regulations 3, 5, 24, 53, 71, 75, 77, 79, 88, 96, 97 and 136 of Part I of Table A in the said Schedule (hereinafter referred to as "Table A, Part I") shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Table A, Part I, and regulations 2, 3 and 4 (not regulation 5) of Table A, Part II, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARE CAPITAL AND TRANSFERS.

3. (a) No share shall be transferred to any person save in accordance with the provisions of this Article.

(b) Except in the case of a Transfer to or from a nominee of a member or made pursuant to paragraph (1) of this Article a member or other person (hereinafter called "the Vendor") proposing to transfer shares shall give notice in writing (hereinafter called "a Transfer Notice") to the Company that he desires to transfer the same, and shall at the same time deposit with the Company the Share Certificate in respect of such shares. Such Transfer Notice may specify the price at which the Vendor proposes to sell the said shares, and, subject to the right of revocation hereinafter conferred upon the Vendor, shall constitute the Company his agent for the sale of the whole (but not a part) of the shares comprised therein to any member or members of the Company.

or to any person selected by the Directors as one whom it is in the interests of the Company to admit membership (hereinafter in this Article called "a selected person") at whichever shall be the lower of the price (if any) so specified or the fair value to be fixed by the Auditors of the Company for the time being in accordance with this Article (such lower price or value being hereinafter referred to as "the sale price").

(c) The Company shall forthwith after the receipt of a Transfer Notice instruct the Auditors to certify in writing the sum which in their opinion is the fair value of the shares, and such sum shall be deemed to be the fair value and in so certifying the Auditors shall be considered to be acting as experts and not as arbitrators, and accordingly the Arbitration Act 1950 shall not apply.

(d) Forthwith after the fair value shall have been certified by the Auditors as aforesaid the Company shall give notice in writing to the Vendor of this sum so certified.

(e) Within a period of 14 days after notice of the fair value as so certified being given to the Vendor, the Vendor may by further notice in writing to the Company revoke a Transfer Notice as to the whole of the shares comprised therein and thereupon the Share Certificates in respect of the shares shall be returned to him. After the expiration of such a period of 14 days a Transfer Notice shall not be revocable except with the consent of the Directors.

(f) Not earlier than 15 days after the Company shall have given notice to the Vendor of the sum certified as the fair value of the shares the Directors shall (unless the Vendor shall have revoked the Transfer Notice within the period specified in paragraph (e) hereof) give notice of the receipt of the Transfer Notice to all members (other than the Vendor) and any selected persons and shall invite applications from such members and selected persons (hereinafter in this paragraph called "applicants") to purchase the shares comprised therein or any of them at the sale price or proportionate price according to the number of shares applied for. If more than one applicant shall apply to purchase the shares comprised in a Transfer Notice they shall (subject to the right of the Directors to allocate to a selected person such number of the shares as they shall consider it in the interests of the Company so to do) be allocated by the Directors among the applicants in proportion (as nearly as may be) to the number of shares already held by each such applicant. Each applicant shall be deemed to have applied for the number of shares allocated to him but so that no applicant shall be bound to accept a greater number of shares than the number for which he shall have applied.

(g) If the Company shall within the period of two calendar months after giving to the Vendor the notice referred

to in paragraph (d) hereof find a member(s) or selected person(s) willing to purchase the whole of the shares comprised therein and shall give notice thereof to the Vendor he shall be bound upon payment of the sale price to transfer the shares to such member(s) or selected person(s).

(h) If in any case the Vendor after having become bound as aforesaid, makes default in transferring any of the said shares, the Company may receive the purchase money and thereupon the Directors shall nominate some person to execute a transfer of the shares in the name and on behalf of the Vendor and shall cause the purchasing members name to be entered in the Register as the holder of the shares and the Company shall hold the purchase money in trust for the Vendor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the Register in purported exercise of their aforesaid power the validity of the proceedings shall not be questioned by any person.

(i) If the Company shall not within the aforesaid period of two calendar months find a member(s) or selected person(s) willing to purchase the whole of the said shares and shall not give notice in manner aforesaid the Vendor shall at any time within three calendar months after the expiration of such period be at liberty, subject to Clause 2 of Part II of Table "A", to sell and transfer the shares or any part thereof to any person and at any price, not being less than the sale price, such minimum price in the case of a sale of a part of the shares being calculated rateably according to the number of shares sold.

(j) In the event of any member of the Company who is employed by the Company in any capacity (which expression shall for the purpose of this paragraph include a Director of the Company) ceasing to be so employed the Company shall be entitled at any time by a notice in writing under its Common Seal to request such member to transfer all or any part of the shares of which he is the beneficial owner and on such notice being given he shall be deemed to have served the Company with a Transfer Notice and the provisions of this Article (except paragraph (e)) shall apply accordingly.

(k) If the registered holder of any shares in the capital of the Company shall have died or have been adjudicated bankrupt or had a receiving order made against him then and in such case the Directors may at any time give to that registered holder or his personal representatives or trustee in bankruptcy or other person entitled to the shares registered in the name of such holder, and also, in the case of bankruptcy, to any joint registered holder or holders of such shares, notice in writing requiring the person or persons to whom the notice is given to transfer such shares and on

such notice being given such person or persons shall be deemed to have served the Company with a Transfer Notice and the provisions of this Article (except paragraph (e)) shall apply accordingly.

(l) With the consent in writing of all members for the time being the provisions of this Article may be waived in whole or in part in any particular case.

(m) Any Instrument of Transfer of a share (other than a partly paid share) need not be executed on behalf of the Transferee and Clause 22 as amended of Part I of Table "A" shall be modified accordingly.

4. Subject to the provisions of Article 3 no transfer of any share in the capital of the Company shall be made or registered without the previous sanction of the Directors who may without assigning any reason decline to give any such sanction.

5. Subject to any direction to the contrary that may be given by the Company by special resolution, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the number of the existing Ordinary Shares to which they are respectively entitled. The offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of those shares in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.

6. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two members present in person or by proxy (and for this purpose the representative of a corporation which a member of the Company shall be deemed to be a member) shall be a quorum.

7. In regulation 54 of Part I of Table "A" the words "the members present shall be a quorum" shall be omitted and the words "the Meeting shall be dissolved" substituted therefor.

RESOLUTIONS.

8. A resolution in writing signed by all the members for the time being entitled to vote shall be as effective for all

purposes as an Ordinary Resolution duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form each signed by one or more members.

DIRECTORS AND DIRECTORS' POWERS.

9. Unless and until otherwise determined by the Company by Ordinary Resolution, the number of Directors shall not be less than two.

10. Each Director shall have the power from time to time to appoint with the approval of the Board of Directors (such approval not to be unreasonably withheld) any person to act as alternate Director in his place at all meetings, in all proceedings in which, and on all occasions when he shall not himself act, and on such appointment being made the alternate Director shall except as to remuneration be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company. An alternate Director shall be an officer of the Company and shall alone be responsible for his own acts and defaults and he shall not be deemed to be an agent of the Director appointing him and the Director so appointing shall not be responsible for the acts and defaults of an alternate Director so appointed. An alternate Director shall ipso facto vacate office if and when the Director so nominating him vacates office as a Director or removes the nominee from office. Every such nomination and removal under this Clause shall be effected in writing under the hand of the Director making the same.

11. A Director and alternate Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company, and at any separate meeting of the holders of any class of shares in the Company.

12. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

13. Paragraphs (2) and (4) of Regulation 84 in Part I of Table A shall not apply to the Company. A Director may vote in respect of any contract or arrangement in which he is interested and shall be counted in the quorum present at the meeting notwithstanding such interest.

14. No Director shall vacate his office or be ineligible for re-appointment as a Director, nor shall any person be ineligible for appointment as a Director by reason only of his having attained any particular age, nor shall special notice be required of any Resolution appointing or approving the appointment of a Director or any notice be required to state the age of the persons to whom such resolution relates.

15. (A) A Member or Members holding a majority in

nominal amount of the issued Ordinary Shares for the time being in the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors either as an additional Director or to fill any vacancy and to remove from office any Director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same, or in the case of a member being a company signed by one of its Directors on its behalf, and shall take effect upon lodgment at the registered office of the Company.

(B) The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.

16. The third and last sentence in Regulation 98 of Part I of Table A shall be deemed to be deleted and the following shall be deemed to be substituted for the last sentence thereof:-

"A Director for the time being out of the United Kingdom shall not be entitled to notices of meetings of the Directors but the alternate Director (if any) in the United Kingdom acting in his place shall be entitled to notices of such meeting."

17. The quorum necessary for the transaction of the business of the Directors shall be two Directors.

18. A Resolution in writing signed or approved by letter or telegram by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. Such Resolution may be contained in one document or several documents in like form, each signed by one or more of the Directors. For the purposes of this Article the signature of an alternate Director (if any) entitled to notice of a Meeting of Directors shall suffice in place of the signature of the Director appointing him.

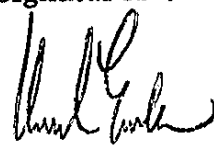
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

William Thomas Hardy.
"Crossman"
Heath Rd.
Leighton Buzzard Beds
Company Director

Ruth Felix
23, Old Manor Ct.
Abbey Rd London N.W 8.
Housewife.

DATED this 23rd day of March 1971.

WITNESS to the above Signatures :-


4/6 Chris Lynn
Wimp Dyer
Solihull