



Thames Rice Milling Company Limited
(the "Company")
(Company Number 00283061)

Resolutions in Writing of the Sole Member of the Company

The sole member of the Company HEREBY RESOLVE in accordance with Section 381A of the Companies Act 1985 (as amended) (the "**Act**") as follows

Terms defined in the US\$618,915,000 facilities agreement (the "**Facilities Agreement**") to be entered into on or about 14 May 2007 between USL Holdings (UK) Limited, the Original Guarantors (as defined therein), Citigroup Global Markets Asia Limited as Mandated Lead Arranger, Citibank N A , London Branch and Citicorp International Limited as Facility Agent shall have the same meaning in these resolutions unless otherwise defined

- 1 **By way of a Special Resolution, it is hereby resolved that the articles of association of the Company be altered as follows**

- (a) by inserting a new article 15A immediately after article 15 as follows

"15A Notwithstanding any other provision of these Articles, where a security interest has been granted over any share pursuant to a security agreement, such share shall be exempt from all liens (whether present or future) in favour of the Company that would arise pursuant to these Articles or otherwise howsoever and the Company shall not claim any lien (howsoever arising) in respect of such share while such security interest remains unreleased. A certificate executed by the party to whom such security interest has been granted that such security interest remains unreleased shall be conclusive evidence of that fact "

- (b) by inserting a new article 27 as follows (to replace the existing article 27)

"27 Subject to article 27 A, the Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share. If the Directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferor and transferee notice to the refusal

27 A Notwithstanding anything contained in these Articles of Association, the Directors shall not decline to register a transfer of any share or shares where such transfer is executed by or in favour of any bank or institution to whom such share or shares have been charged or mortgaged (or by or in favour of (i) any nominee of such bank or institution or (ii) any person or entity as such bank or institution may direct) nor may the Directors suspend registration of (a) a bank or institution (or nominee thereof) to whom such share or shares have been charged or mortgaged or (b) any person or entity specified by such bank or institution, in each case, as a Member, in circumstances where such charge or mortgage has been enforceable. A certificate issued by any official of such bank or institution that the relevant

share or shares are charged or mortgaged and that such charge or mortgage has become enforceable shall be conclusive evidence of that fact."

(c) by inserting a new article 50 as follows (to replace the existing article 50)

"50 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. One member present in person or by proxy shall be a quorum for all purposes, and so that for this purpose a corporation which is represented at any meeting by one of its officers or any other person (not being himself a Member) as its proxy shall be deemed to be present at such meeting in person."

2 **THAT** it is in the best interests of, and to the further benefit and advantage of, the Company to enter into each of the following documents, drafts or agreed forms of which we have reviewed, be and are hereby approved

(a) a share pledge (the "**SWC Share Pledge**") to be entered into between, *inter alios*, Palmer Investment Group Limited, Shaw Scott & Company Limited, Shaw Darby & Company Limited, the Company, R G Shaw and Company Limited and JIHL Nominees Limited, as Pledgors and the Security Trustee

(b) an accession deed (the "**Accession Deed**") to the Security Trust Agreement between UTI Bank as the Security Trustee and the Company

3 **THAT** the directors are instructed to take any action in connection with the negotiation, execution, delivery and performance of the SWC Share Pledge and the Accession Deed as they shall deem necessary or appropriate

4 **THAT** the directors of the Company have authority to approve the terms of, and the transactions contemplated by the above documents

Signed



For and on behalf of R G Shaw & Company Limited

Date 14 May 2007