

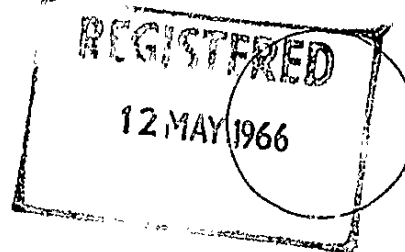
87913



Certificate No.

Form No. 41.

THE COMPANIES ACT, 1948.



A 5s.
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, when applying for Registration of a Company.

Insert the
Name of the
Company.

A.H. PHILPOT & SONS (MILK FONDERS)
LIMITED.

Entered for filing by

Messrs. Ryde Rawstorne & Co.,

46 Bedford Square,

London, W.C.1.



TELEPHONE: TEMPLE BAR 6927 (3 lines).

TELEGRAMS: "NANCORPLAN, ESTRAND, LONDON."

LEWIS, COATES & LUCAS, LTD.

Company Registration Agents

6-9, Surrey St., Strand, W.C.2.

I, Claude Henry Martin

of 16 Bedford Square, LONDON, W. C. 1

(a) Here insert:
"A Solicitor of the
Supreme Court"
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) a Solicitor
of the Supreme Court engaged in the formation

of A.H. Philpot & Sons (Milk Powders)

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 Declaration Act, 1835."

Declared at 42 Bedford
Square
in the London Borough of Camden
the 22nd day of April 1966

Claude Henry Martin

Before me,

A. D. B. Narizzano

A. D. B. Narizzano

Commissioner for Oaths. [Notary Public for
Justice of the Peace]

This margin is reserved for binding.

Value of }
Stamp }
Duty }

879131

2

Form No. 25

STATEMENT OF THE NOMINAL CAPITAL

OF

A.H. PHILPOT & SONS (MILK POWDERS)



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 £100,000

Signature

Boyd Rawstone

Description

Director

Dated the

25

day of

April

1962

NOTES.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 in excess 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.

Witnessed by

Messrs. Boyd Rawstone & Co.,

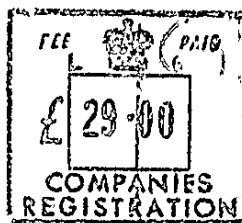
46 Bedford Square,

London, W. C. 1.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.



THE COMPANIES ACT, 1948.

879131/3

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

REGISTERED

12 MAY 1966

A.H. PHILPOT & SONS (MILK POWDERS) LIMITED.

1. The name of the Company is "A.H. PHILPOT & SONS (MILK POWDERS) 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 all or any of the business of manufacturers of and wholesale and retail dealers in dried, powdered, desiccated and condensed milk and all kinds of milk products, and of provision, milk, butter, eggs, cheese and bacon, factors, merchants and dealers, bakers, butchers, meat salesmen, corn and flour merchants, dairymen, poulterers, agents for manufacturers of all kinds, general merchants, importers, exporters and brokers of, and dealers in all kinds of goods, and of carriers, forwarding agents, wharfingers, farmers and engineers.
- (b) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

- (c) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (d) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices or watercourses and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid and to work, manage, and control the same or join with others in so doing.
- (e) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (f) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or company, or for subsidising or

otherwise assisting any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

- (g) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights, and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (h) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (i) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealing with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (j) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (k) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (l) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for

enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (m) To enter into any arrangement with any Governments or authorities (supreme, municipal, local or otherwise), or any companies, firms, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, company, firm, or person, any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (n) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (o) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (p) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (q) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.

- (r) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, and to the wives, widows, children, and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support, and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children, and other relatives and dependants.
- (s) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (t) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (u) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities, of other companies belonging to this Company or of which this Company may have the power of disposing.
- (v) To procure the Company to be registered or recognised in any part of the world.
- (w) To do all such other things as may be deemed

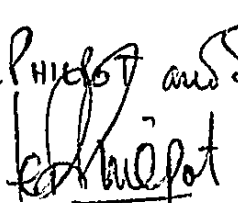
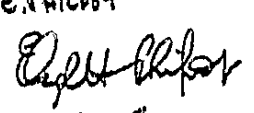
incidental or conducive to the attainment of the above objects.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The Liability of the Members is Limited. ✓

5. The Share Capital of the Company is £100,000 divided into One hundred thousand shares of £1. each. ✓

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.
<p>327961</p> <p>✓ A.H. Philpot and Sons Ltd.  DIRECTOR Registered office FRYERNGATE MILL GREEN INGATESTONE ESSEX.</p> <p>X</p> <p>M.E. Philpot  FRYERNGATE MILL GREEN INGATESTONE ESSEX</p> <p>COMPANY DIRECTOR</p>	<p>ONE (1)</p> <p>ONE (1)</p>

DATED the 27 day of APRIL 1966

WITNESS to the above Signatures :-

STONE
 Lynne Stone Secretary
 112 Dawson Avenue,
 Barking
 Essex.

879131/4

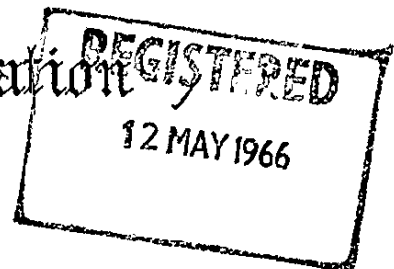
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THE COMPANIES ACT, 1948. /



COMPANY LIMITED BY SHARES. /

Articles of Association



OF

A.H. PHILPOT & SONS (MILK POWDERS) 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 (hereinafter referred to as "Table A, Part II"), shall apply to the Company. ✓

2. Regulations 62, 75, 79, 84, 88, 89, 90, 91, 92, 93, 94, 128, 129 and 136 of Part I of Table A (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, which are incorporated in Table A, Part II, subject to the modifications hereinafter expressed, together with regulations 2 to 6 inclusive of Table A, Part II, shall constitute the regulations of the Company. ✓

SHARES.

3. The capital of the Company is £100,000 divided into 100,000 shares of £1 each. ✓

4. The shares shall be at the disposal of the Directors, and (save as otherwise directed by the Company in General Meeting) they shall allot or

otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, subject nevertheless to regulation 2 of Table A, Part II. and provided that no shares shall be issued at a discount, except as provided by section 57 of the Act.

5. Subject to the provisions of section 58 of the Act, any Preference Shares may with the sanction of a Special Resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.

LIEN.

6. In regulation 11 of Table A, Part I, the words "(not being a fully paid share)" and the words "(other than fully paid shares)" shall be omitted.

TRANSFER AND TRANSMISSION OF SHARES.

7. Save as provided in Article 13 any member or other person entitled to transfer any share proposing to transfer the same (hereinafter called "the proposing transferor") shall give a notice in writing (hereinafter called "a transfer notice") to the Company that he desires to transfer the same. Every transfer notice shall specify the number of the shares which the proposing transferor desires to transfer and state the sum which such proposing transferor fixes as the fair value and shall constitute the Company the agent of the proposing transferor for the sale of such share to any person willing to purchase the same (hereinafter called "an intending purchaser") at the price so fixed or at the option of the intending purchaser at the fair value to be fixed by the Auditor in accordance with Article 10 hereof. A transfer notice may include several shares of different classes and in such case shall operate as if it were a separate notice in respect of each class of share. A transfer notice shall not be revocable except with the sanction of the Directors.

8. The shares specified in any transfer notice shall be offered by the Company in the first instance to the members holding shares of the same class other than the proposing transferor as nearly as may be in proportion to the existing shares of the same class held by them respectively, and the offer shall in each case limit the time (not less than four weeks and not more than six

2.

weeks from the date of the issue of such offer) within which the same, if not accepted, will be deemed to be declined. Any shares not taken by the members holding shares of the same class shall then be offered to the holders of the remaining shares of all other classes as nearly as may be in proportion to their existing holdings of such shares (for the purpose of determining such proportions only the capital paid up on such other shares shall be taken into account) and the offer shall in each case limit the time (not less than two weeks and not more than four weeks from the date of the issue of such offer) within which the same if not accepted will be deemed to be declined. Every offer made as aforesaid shall notify the members to whom the same is made that any of them who desire to purchase shares in excess of his proportion should in his reply state how many excess shares he desires to have and if all such members do not claim their proportions the uncalled shares shall be used for satisfying the claims in excess. If any shares shall not be capable without fractions of being offered to the members in proportion of their existing holdings the same shall be offered to such members as aforesaid or some of them in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

9. If the Company shall within three calendar months after service of a transfer notice find an intending purchaser and give notice thereof to the proposing transferor the proposing transferor shall be bound upon payment of the fair value as fixed in accordance with Articles 7 or 10 hereof, to transfer the shares to such intending purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last mentioned notice.

10. If in any case any difference arises between the proposing transferor and an intending purchaser as to the fair value of a share, then the Auditor for the time being of the Company shall by his certificate fix the price which in his opinion is the fair value and such price shall be deemed to be the fair value; in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator.

11. In the event of the proposing transferor failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may execute a transfer in his name and may give a good receipt for the purchase price

of such shares and may register the intending purchaser as the holder thereof and issue to him a certificate for the same and thereupon the intending purchaser shall become indefeasibly entitled thereto. The proposing transferor shall in such case be bound to deliver up his certificate for the said shares and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid, the Company shall issue to him a balance certificate for such shares.

12. If the Directors shall not, within the space of three calendar months after service of a transfer notice, find an intending purchaser for all or any of the shares comprised therein and give notice in manner aforesaid, or if, through no fault of the proposing transferor, the purchase of any shares in respect of which such last-mentioned notice shall be given shall not be completed within one month from the service of such notice, the proposing transferor shall be at liberty, subject to clause 3 in Part II of Table A at any time within six months of the giving of the transfer notice to sell and transfer the shares comprised in his transfer notice (or such of them as shall not have been sold to the intending purchaser) to any person and at any price.

13. Any share may be transferred by a member or his or her executors or administrators to the wife or husband or any child, grandchild, son-in-law, daughter-in-law, brother, sister, nephew, or niece of such member or deceased member or to a trustee for such wife or husband or child, grandchild, son-in-law, daughter-in-law, brother, sister, nephew or niece and shares standing in the name of any person as such trustee as aforesaid may be transferred to the person for whom the same are held or to a new trustee for such person, or to the wife or husband or child, grand-child, son-in-law, daughter-in-law, brother, sister, nephew or niece of such person, and the provisions of Articles 7 to 12 shall not apply to any transfer authorised by this Article.

14. In regulation 22 of Table A, Part I, the words "Provided that the Directors may dispense with the execution of the instrument of transfer by the transferee in any case in which they think fit in their discretion so to do" shall be inserted at the end thereof.

15. The proviso to regulation 32 of Table A, Part I, shall be omitted.

NOTICE OF GENERAL MEETINGS.

16. The words and figures "regulation 134 of these regulations" shall be substituted for the words "the regulations of the Company" in regulation 50 of Table A, Part I.

17. The words "the appointment of, and" shall be omitted in regulation 52 of Table A, Part I.

18. No business shall be transacted at any General Meeting unless a quorum of members is present; save as herein otherwise provided two members present in person or by proxy shall be a quorum for all purposes.

19. The word "fifteen" shall be substituted for the word "thirty" in regulation 57 of Table A, Part I.

20. The words "or not carried by a particular majority" shall be inserted after the words "or lost" in regulation 58 of Table A, Part I.

VOTES OF MEMBERS.

21. Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member shall have one vote and on a poll every member shall have one vote for each share of which he is the holder.

DIRECTORS.

22. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than six. The first Directors shall be ALGERNON HAROLD PHILPOT, HAROLD ROSS PHILPOT, PETER GORDON PHILPOT, MARY ELIZABETH PHILPOT and DOUGLAS ALLUM. ✓

23. The words "in General Meeting" shall be inserted after the words "unless the Company" in regulation 78 of Table A, Part I.

24. Any Director may contract or be interested in any contract or arrangement with the Company,

and such contract or arrangement shall not by reason of his position as a Director of the Company be avoided, nor shall such Director be liable, by reason of his position as Director, to account to the Company for any profit made by him arising out of such contract or arrangement. Every Director being interested in any contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest therein in manner required by section 199 of the Companies Act, 1948. A Director shall be entitled to vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout after he has disclosed to the Board that he is interested therein. A Director may hold any other office of profit under the Company, except that of Auditor, upon such terms and conditions as to remuneration and otherwise as the Directors may arrange.

25. Any Director may by writing under his hand appoint (A) any other Director, or (B) any other person approved by a resolution of the Directors to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to notice of meetings of the Directors, and to attend and vote as a Director at any such meetings at which the Director appointing him is not personally present (and where he is a Director to have a separate vote at meetings of Directors on behalf of the Director he is representing in addition to his own vote) and generally at such meeting to have and exercise all the powers, rights, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of an alternate appointed by him and (subject to such approval as aforesaid in the case of an alternate who is not a Director) appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine; provided that if any Director retires by rotation but is re-appointed by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-appointment as if he had not so retired. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same, and any such notice if sent to or left at the office of the Company shall be sufficient evidence of such revocation.

Every such alternate shall be an officer of the Company and he shall not be deemed to be the agent of the Director nominating him. The remuneration of any such alternate shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between such alternate and the Director appointing him.

BORROWING POWERS.

26. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DISQUALIFICATION OF DIRECTORS.

27. The office of a Director shall be vacated :-

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he becomes bankrupt or enters into any arrangements with his creditors.
- (3) If he is prohibited from being a Director by an order made under any of the provisions of section 188 of the Act.
- (4) If he becomes of unsound mind.
- (5) If he be requested in writing by the holders of not less than 75 per cent of the nominal amount of the share capital of the Company for the time being issued to retire.

28. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy or any other age.

CAPITALISATION OF PROFITS.

29. The Company in General Meeting may, upon the recommendation of the Directors, resolve that it

is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and accordingly that such sum be set free for distribution among the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on the shares held by such members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and among such members in the proportion as aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution; Provided that a share premium account and a capital redemption reserve fund may, for the purpose of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.

30. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with the full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require), for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

NOTICES.

31. All the words in regulation 131 of Table A, Part I, after the words "the letter containing

the same is posted" shall be omitted therefrom.

WINDING UP.

32. In regulation 135 of Table A, Part 1, the words "with the like sanction" shall be inserted immediately before the words "determine how such division," and the word "members" shall be substituted for the word "contributories".

INDEMNITY.

33. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under section 448 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 205 of the Act.

Names, Addresses and Descriptions of Subscribers.

✓ A. H. Philpot and Sons Ltd.

A. H. Philpot

DIRECTOR

REGISTERED OFFICE

FRYERNGATE MILL GREEN. INGATESTONE
ESSEX.

✓ M. E. Philpot

M. E. Philpot

FRYERNGATE MILL GREEN, INGATESTONE, ESSEX.

COMPANY DIRECTOR

DATED the 21 day of APRIL 1966.

WITNESS to the above Signatures :-

Lynne Stone (Secretary)

112 Dawson Avenue,

Barking.

Essex.

DUPLICATE FOR THE FILE.

No. 879131



Certificate of Incorporation

I Hereby Certify that

A. H. PHILPOT & SONS (MILK POWDERS) LIMITED

is this day incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this TWELFTH DAY OF MAY
ONE THOUSAND NINE HUNDRED AND SIXTY SIX.

L.S. Whitfield.

Assistant Registrar of Companies.

Certificate
received by

}

Boyd's Kraustone & Co.

Date 12 May 1966