

THE COMPANIES ACTS 1948 TO 1976

Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold black lettering

* delete if inappropriate

† Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

‡ or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

Company number

1413180

Name of Company

SKEEVEMEAD Limited*

I, Michael John Hope,
of 30, City Road,
London, EC1Y 2DE

do solemnly and sincerely declare that I am † a person named as Secretary of the Company in the statement delivered under section 21 of the Companies Act 1976 of SKEEVEMEAD Limited*

and that all the requirements of the Companies Acts 1948 to 1976 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 30, City Road,
London EC1Y 2DE

the _____ day of _____

One thousand nine hundred and _____

before me

A Commissioner for Oaths ‡

Presentor's name, address and reference (if any)

For official use

General section

Post room

1413180

3

THE COMPANIES ACTS 1948 to 1976.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

SLEEVEHEAD LIMITED



1. The name of the Company is "SLEEVEHEAD LIMITED"
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
 - (A) (1) To carry on the business or businesses of general merchants, exporters, importers, manufacturers, factors, hirers, mail order dealers, brokers and dealers both wholesale and retail in all articles of commercial, industrial, scientific, surgical, manufacturing, personal and household use and consumption, ornament, recreation and amusement.
 - (2) To undertake and execute agency or commission work of all kinds and to act generally as agents, factors and brokers for the sale or purchase of goods and the provision of services and travel.
 - (3) To carry on all or any of the following businesses: proprietors, of shops, warehouses, workshops and factories of all kinds, hotels, cafes, restaurants, houses, laundrettes, flats, furnished and unfurnished rooms, holiday camps and chalets; wine and spirit merchants, licensed victuallers, bankers, financial agents and brokers, insurance agents and brokers, builders, decorators, contractors, carpenters, joiners, civil, mechanical, heating, electrical, motor and general engineers, film and record producers, theatrical agents, chemists, grocers, greengrocers, tobacconists, confectioners, printers, stationers, garage proprietors, caravan dealers, funeral directors and undertakers, bookmakers, caterers, consultants, estate agents, hairdressers, photographers, security contractors, and detective agents, confirmers and shipping agents.
 - (4) To carry on business as repairers and cleaners of any articles of commercial, manufacturing, personal and household use.

(B) to carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects;

(C) to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company;

(D) to build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid;

(E) to borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stock 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 undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be;

(F) to apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired;

(G) to purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stocks, bonds or securities of any other company or corporation carrying on business in any part of the world;

(H) to issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon;

(I) to invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient;

(J) to lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies;

(K) to enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company;

(L) to acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company;

(M) to sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company formed or to be formed;

(N) to establish, promote, finance or otherwise assist any other company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company;

(O) to pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company;

(P) to accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;

(Q) to draw, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments;

(R) to establish, support or aid in the establishment and support of associations, institutions, clubs, funds, trusts and schemes calculated to benefit the Directors, ex-Directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent, or useful object of a public character;

(S) 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, and for such purpose to distinguish and separate capital from profits, 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;

(T) to do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise;



(U) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other 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 divided into 100 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

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
 MICHAEL JOHN HOPE 30, City Road, London, E.C.1. Company Formation Assistant.	ONE
 ERIC CHARLES TURNER 30, City Road, London, E.C.1. Company Formation Assistant.	ONE

DATED the 17th day of January 19 79

WITNESS to the above signatures :

JOHN REGAN
30, City Road,
London, E.C.1.

Company Search Assistant.

THE COMPANIES ACTS 1948 to 1976.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

SLEEVEHEAD 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 "Part II of Table A"), shall apply to the Company.
2. Regulations 3, 24, 53, 75, 77, 79 and 88 of Part I of Table A in the said schedule (hereinafter referred to as "Part I of Table A") shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Part I of Table A, and regulations 2 to 5 inclusive of Part II of Table A, subject to the modifications hereinafter contained, shall constitute the regulations of the Company.

SHARES

3. The shares shall be at the disposal of the directors who may allot, grant options over, or otherwise dispose of them on such terms and in such manner as they think fit, subject to regulation 2 of Part II of Table A and to the provisions of the next following Article and provided that no shares shall be issued at a discount, except as provided by section 57 of the Act.
4. Subject to any direction to the contrary that may be given by the Company in general meeting, any original shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, be offered to the members in proportion as nearly as possible to the nominal value of the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined; and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he

declines to accept the shares, the directors may dispose of the same in such manner as they think most beneficial to the Company.

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. The lien conferred by regulation 11 in Part I of Table A shall attach to fully paid up shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSFER AND TRANSMISSION OF SHARES

7. (a) Any share may be transferred to a person who is already a member of the Company.

(b) Any share may be transferred by a member of the Company to the spouse, child or remoter issue or parent, brother or sister of that member, and any shares of a deceased member may be transferred by his personal representatives to any widow, widower, or any other such relative as aforesaid of such deceased member or may be transferred to or placed in the names of his or her executors or trustees.

(c) Any share standing in the names of the trustees of the will of any deceased member or of a settlement created by a member or a deceased member may be transferred upon any change of trustees to the trustees for the time being of such will or settlement or to a person to whom such member or deceased member would have been entitled to transfer the same.

8. In any such circumstances as are set out in Article 7 hereof, regulation 3 of Part II of Table A shall not apply save

(a) to ensure that the number of members shall not exceed the prescribed limit;

(b) to prevent a transfer of shares on which the Company has a lien; or

(c) to prevent a transfer of shares to any infant, bankrupt or person of unsound mind.

9. The proviso to regulation 32 of Part I of Table A shall not apply to the Company.

GENERAL MEETING

10. Every notice convening a general meeting shall comply with the provisions of section 136(2) of the Act as to giving information to members in regard to their

right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the auditor for the time being of the Company.

11. Regulation 54 in Part I of Table A shall be read and construed as if the words "meeting shall be dissolved" were substituted for the words "members present shall be a quorum".

DIRECTORS

12. Unless and until the Company in general meeting shall otherwise determine, the number of directors shall be not less than one nor more than seven. If and so long as there is a sole director, such director may act alone in exercising all the powers and authorities vested in the directors. A director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.

13. The first director or directors of the Company shall be the person or persons named as the first director or directors of the Company in the statement delivered under section 21 of the Companies Act 1976.

BORROWING POWERS

14. 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.

POWERS AND DUTIES OF DIRECTORS

15. Paragraphs (2) and (4) of regulation 84 of Part I of Table A shall not apply. A director may vote in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating the quorum present at any meeting at which any such contract or arrangement is considered.

16. Any director may appoint any person approved by the board of directors to be an alternate director and such appointment shall have effect and such appointee, whilst he hold office as an alternate director, shall be entitled to receive notice of meetings of directors and to attend and vote thereat, but he shall not be entitled to any remuneration from the Company otherwise than out of the remuneration of the director appointing him and agreed between the said director and the appointee. Such appointment may be revoked at any time by the appointor or by a resolution of the directors or by an ordinary resolution of the Company in general meeting. Any appointment or revocation made under this Article shall be in writing under the hand of the director making the same.

DISQUALIFICATION OF DIRECTORS

17. The office of a director shall be vacated:-
- (a) if he resigns his office by notice in writing to the Company;
 - (b) if he becomes bankrupt or enters into any arrangement with his creditors;
 - (c) if he is prohibited from being a director by an order made under section 188 of the Act, under section 28 of the Companies Act 1976; or under section 9 of the Insolvency Act 1976;
 - (d) if he becomes of unsound mind; or
 - (e) if he is removed from office by a resolution duly passed under section 184 of the Act.

THE SECRETARY

18. The first secretary of the Company shall be the person named as the first secretary of the Company in the statement delivered under section 21 of the Companies Act 1976.


NOTICES

19. In regulation 131 of Part I of Table A, all the words after the words "a letter containing the notice" shall be omitted, and in substitution therefor there shall be inserted the words "and, if posted by pre-paid first-class mail, to have been effected at the expiration of 24 hours after the letter containing the same is posted, and, if posted by any other class of pre-paid mail, at the time at which the letter would be delivered in the ordinary course of post".


INDEMNITY

20. In addition to the indemnity contained in regulation 136 of Part I of Table A and subject to the provisions of Section 205 of the Act, every director, managing director, agent, auditor, secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS


MICHAEL JOHN HOPE
30, City Road,
London, E.C.1.

Company Formation
Assistant.

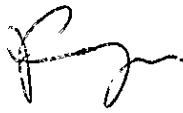

ERIC CHARLES TURNER
30, City Road,
London, E.C.1.

Company Formation
Assistant.

DATED the 17th day of January 19 79

WITNESS to the above signatures :

JOHN REGAN
30, City Road,
London, E.C.1.



Company Search Assistant.



THE COMPANIES ACTS 1948 TO 1976

Form No. 1

Statement of first directors and
secretary and intended situation
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

* delete if
inappropriate

Company number

1413180 S

Name of Company

SLEEVE MEAD
Limited*

The intended situation of the registered office of the company
on incorporation is as stated below

30 CITY ROAD,
LONDON EC1Y 2DE

If the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below

X

Express Company Registrations Limited,
30, City Road,
London, EC1Y 2DE

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

--

Presenter's
reference (if any):

For official use
General section

Post room

Supplied by
Express Co. Registrations Ltd.
30 City Road, London EC1

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Michael John Hope	Business occupation	Company Formation Assistant
Former name(s) (note 3)	NONE	Nationality	BRITISH
Address (note 4)	30, City Road, London, EC1Y 2DE	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	NONE		
I hereby consent to act as director of the company named on page 1			
Signature	<i>Michael John Hope</i>	Date	17 JAN 1979

Name (note 2)	Eric Charles Turner	Business occupation	Company Formation Assistant
Former name(s) (note 3)	NONE	Nationality	BRITISH
Address (note 4)	30, City Road, London, EC1Y 2DE	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	NONE		
I hereby consent to act as director of the company named on page 1			
Signature	<i>Eric Charles Turner</i>	Date	17 JAN 1979

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	Michael John Hope
Former name(s) (note 3)	NONE
Address (notes 4 & 7)	30, City Road, London, EC1Y 2DE
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>Michael John Hope</i>
Date	17 JAN 1979

Signed by or on behalf of the subscribers of the memorandum*

* as required by section 21(3) of the Companies Act 1976

Signature *Michael John Hope* [Subscriber] [Agent]† Date

† delete as appropriate

Signature *Eric Charles Turner* [Subscriber] [Agent]† Date



CERTIFICATE OF INCORPORATION

No. **1113180**

I hereby certify that

SLEEVEMAD LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Cardiff the **6TH FEBRUARY 1979**

A handwritten signature in ink, appearing to be 'F. J. ...', written over a circular official stamp.

Assistant Registrar of Companies

NO. 1413180

10
THE COMPANIES ACTS, 1948-1976

COMPANY LIMITED BY SHARES

RESOLUTION

of

SLEEVEHEAD LIMITED

Passed 30th day of April 1980

At an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held 30th April 1980 the following Resolution was duly passed as an ORDINARY RESOLUTION:-

RESOLUTION

THAT the authorised share capital of the Company be and it is hereby increased to £3,000,000 divided into 1,499,999 A shares 1,499,999 B shares and 2 C shares.



CHAIRMAN



✓

63

No. of Company 1413180 / 11

Form No. 10

THE COMPANIES ACTS 1948 to 1967

Notice of Increase in Nominal Capital

To THE REGISTRAR OF COMPANIES

Insert name
of Company;
delete "Limited"
if not applicable

SLEEVEHEAD

†State whether
Ordinary or
Extraordinary
or Special
Resolution.

Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act 1948,
that by an Ordinary Resolution of the Company dated the
30th day of April 19 80 the nominal capital of the
Company has been increased by the addition thereto of the sum of £ 2,999,900.00
beyond the registered capital of £ 100

The additional capital is divided as follows:—

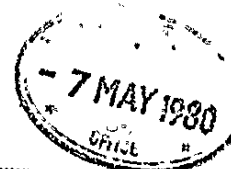
Number of Shares	Class of Share	Nominal amount of each share
1,499,950	A Ordinary	£1
1,499,950	B Ordinary	£1

The conditions (e.g., voting rights, dividend rights, winding-up rights, etc.)
subject to which the new shares have been, or are to be, issued are as follows:—

If any of the new
shares are
Preference Shares
state whether they
are redeemable or
not. If this space is
insufficient the
conditions should
be set out
separately by way
of annexure.

to rank pari passu in all respects with the existing A
and B Ordinary Shares respectively in the capital of
the Company

Signature



State whether Director
or Secretary } Director

Dated the 30th day of April 19 80.

Presented by

TURNER PEACOCK

Presenter's Reference 22/SLEEV

12 BEDFORD ROW

LONDON WC1R 4DN



(see notes overleaf)

THE COMPANIES ACTS, 1948-1976

COMPANY LIMITED BY SHARES

RESOLUTION

of

SLEEVEHEAD LIMITED

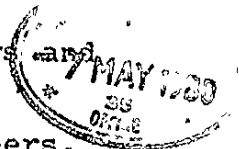
Passed 30th day of April 1980

At an EXTRAORDINARY GENERAL MEETING of the Company duly convened and held 30th April 1980 the following Resolution was duly passed as SPECIAL RESOLUTIONS:-

RESOLUTIONS

1. THAT the name of the Company be and it is hereby changed to 'Mauri Products Limited'.
2. THAT Clause 3(A) of the Memorandum of Association of the Company be and it is hereby deleted and thereby substituted therefor the following:-
 - (A) 1) To carry on the business of manufacturers, producers, developers and dealers in all kinds of yeast, bread improvers tin greasers and products associated with all or any of them and all substances, compounds, intermediates, derivatives and by-products of all or any of them
 - 2) To carry on research and development work and experiments in relation to the qualities, uses or applications and methods or production of yeast, bread improvers, tin greasers and products associated with all or any of them and all substances, compounds, intermediates, derivatives and by-products of all or any of them
 - 3) To act as importers, exporters, distributors and merchants in any materials of any nature
 - 4) To carry on the trade or business of engineers, founders, smiths, metal workers, machinists, manufacturers and patentees of any plant, machinery tools, engines, boilers, implements, patterns, patent rights convenient to be used in or about or in respect of any of the trades or businesses referred to in (1) to (3) inclusive above

Chul & Co.
022336



- 5) To enter into contracts in relation to, and to erect, construct, maintain, alter, repair, pull down, and restore either alone or in conjunction with any persons firms or companies, works of all descriptions including roads, bridges, warehouses, factories, works, engines, machinery, electric works, water works, drainage and effluent disposal and treatment works and plant and buildings of every discription"
3. THAT the 1 share of the Company registered in the name of Peter Rowland Allen and numbered 1 be and it is hereby designated a B share the 1 share of the Company registered in the name of Trevor Alan Brentnall and numbered 2 be and it is hereby designated a C share and of the 98 unissued shares of the Company 49 be and they are hereby designated A shares, 48 as B shares and 1 as a C share and that the A,B and C shares have the rights and be subject to the restrictions contained in the Articles of Association of the Company adopted pursuant to Resolution 2 above.
4. THAT the regulations contained in the printed document now produced to the Meeting and signed by the Chairman for the purpose of identification be and they are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association.



CHAIRMAN



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. **1413100** / 13

I hereby certify that

SLEEVEHEAD LIMITED

having by special resolution and with the approval of the Secretary of State changed
its name, is now incorporated under the name of

MAURI PRODUCTS LIMITED

Given under my hand at Cardiff the **23TH MAY 1980**

E. A. WILSON

Assistant Registrar of Companies

No. 1413189

The Companies Acts 1948 to 1976.

COMPANY LIMITED BY SHARES

Memorandum

AND

NEW

Articles of Association

OF

MAURI PRODUCTS LIMITED

Incorporated the 6th day of February 19 79

8 MAY 1980

TURNER PEACOCK
12 Bedford Row,
London, WC1R 4DN

COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- of -

MAURI PRODUCTS LIMITED

- * 1. The Name of the Company is MAURI PRODUCTS LIMITED.
2. The Registered Office of the Company will be situate in England.
3. The Objects which the Company is established are :-

- ** (A) (1) To carry on the business of manufacturers, producers, developers and dealers in all kinds of yeast, bread improvers, tin greasers and products associated with all or any of them and all substances, compounds, intermediates, derivatives and by-products of all or any of them.
- (2) To carry on research and development work and experiments in relation to the qualities, uses or applications and methods of production of yeast, bread improvers, tin greasers and products associated with all or any of them and all substances, compounds, intermediates, derivatives and by-products of all or any of them.
- (3) To act as importers, exporters, distributors and merchants in any materials of any nature.
- (4) To carry on the trade or business of engineers, founders, smiths, metal workers, machinists, manufacturers and patentees of any plant, machinery, tools, engines, boilers, implements, patterns, patent rights convenient to be used in or about or in respect of any of the trades or businesses referred to in (1) to (3) inclusive above.
- (5) To enter into contracts in relation to, and to erect, construct, maintain, alter, repair, pull down, and restore either alone or in conjunction with any other persons firms or companies, works of all descriptions including roads, bridges, warehouses, factories, works, engines, machinery effluent disposal and treatment works and plant and buildings of every description.

*By a Special Resolution of the Company passed on 30th April 1980 the Company changed its name from Sleevemead Limited to "Mauri Products Limited".

**By a Special Resolution of the Company passed on 30th April 1980 the Company adopted a new Clause 3(A) in the above form.

(B) to carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects;

(C) to purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company;

(D) to build, construct, maintain, alter, enlarge, pull down; remove or replace any buildings, works plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid;

(E) to borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stock 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 undertaking, property and assets of the Company, both present and future, including its uncalled capital, and also by any similar mortgage, charge or lien to secure any guarantee the performance by the Company or any other person, firm or company of any obligation undertaken by the Company or any other person, firm or company as the case may be;

(F) to apply for and take out, purchase or otherwise acquire any patents, licences and the like conferring an exclusive or non-exclusive or limited right of user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired;

(G) to purchase, subscribe for or otherwise acquire and hold and deal with any shares, stocks, debentures, debenture stocks, bonds or securities of any other company or corporation carrying on business in any part of the World;

(H) to issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration and otherwise as may be agreed upon;

(I) to invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient;

(J) to lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from and give guarantees or become security for any persons, firms or companies;

(K) to enter into partnership or into any arrangement for sharing profits or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company;

(L) to acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company;

(M) to sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company formed or to be formed;

(N) to establish, promote, finance or otherwise assist any other company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company;

(O) to pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the preliminary expenses of the Company and of any company formed or promoted by the Company;

(P) to accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;

(Q) to draw, accept, endorse, negotiate, discount execute and issue promissory notes, bills of exchange, scrip, warrants and other transferable or negotiable instruments;

(R) to establish, support or aid in the establishment and support of associations, institutions, clubs, funds trusts and schemes calculated to benefit the Directors, ex-Directors, officers, ex-officers, employees or ex-employees of the Company or the families, dependants or connections of such persons, and to grant pensions, gratuities and allowances to and to make payments towards insurance for the benefit of such persons as aforesaid, their families, dependants or connections and to subscribe or contribute to any charitable, benevolent, or useful object of a public character;

(S) 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, and for such purpose to distinguish and separate capital from profits, 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;

(T) to do all or any of the above things in any part of the World either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise.

(U) to do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the foregoing sub-clauses shall be construed independently of each other 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 divided into 100 shares of £1 each. The Company has power to increase the share capital and to divide the shares (whether original or increased) into several classes and attach thereto any preferred, deferred or other special rights, privileges or conditions as regards dividends, repayment of capital, voting or otherwise.

* By an Ordinary Resolution of the Company passed on 30th April 1980 the authorised share capital of the Company were increased to £3,000,000 divided into 1,499,000 A Ordinary Shares of £1 each 1,499,000 B Ordinary Shares of £1 each and 2 C Ordinary Shares of £1 each.

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 DESCRIPTION OF SUBSCRIBERS	Number of Shares taken by each Subscriber
MICHAEL JOHN HOPE 30 City Road London EC1 Company Formation Assistant.	ONE
ERIC CHARLES TURNER 30 City Road London EC1 Company Formation Assistant.	ONE

DATED the 17th day of January 1979

WITNESS to the above signatures:

JOHN REGAN
30 City Road
London EC1

Company Search Assistant.

THE COMPANIES ACTS 1948 to 1976

Company Limited by Shares

NEW

ARTICLES OF ASSOCIATION

of

MAURI PRODUCTS LIMITED

(Adopted by Special Resolution passed on 30th April 1980)

PRELIMINARY

1. The Regulations contained in Part 1 of Table A ("Table A") in the First Schedule to the Companies Act 1948 ("the Act") (as amended by the Companies Acts 1967 and 1976) shall, save as hereinafter provided and so far as they are not inconsistent with these Articles of Association, apply to the Company. References herein to Regulations are to Regulations of Table A unless otherwise stated

PRIVATE COMPANY

2. The Company is a private Company and accordingly the restrictions contained in Regulation 2 of Part II of Table A shall apply

SHARE CAPITAL

3. The share capital of the Company at the date of the adoption of these Articles is £3,000,000 divided into 1,499,999 A Ordinary Shares of £1 each ("A Shares") and 1,499,999 B Ordinary Shares of £1 each ("B Shares") and 2 C Shares of £1 each ("C Shares"). Save as otherwise provided herein the A Shares and the B Shares and C Shares shall rank pari passu in all respects.

4. (A) Unless otherwise agreed in writing by all the members for the time being of the Company entitled to attend and vote at General Meetings all unissued shares (whether forming part of the present or any increased capital) shall, before issue, be offered, on identical terms, to the members in proportion as nearly as circumstances admit (fractions being disregarded) to the amount of the existing issued Ordinary Shares of which they are the holders.
- (B) Any such offer shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (being no fewer than 28 days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, shall be deemed to be declined.
- (C) Any shares allotted to a member shall, before allotment, be designated as the same class as the shares already held by such member. Provided that if a member holds more than one class of shares such new shares shall be designated to such class (of which such member is a holder) as such member shall direct and in default of any direction shall be designated as A or B Shares (whichever such member shall hold more of).
- (D) Subject as aforesaid, all unissued shares shall be at the disposal of the Directors, and they may allot, grant options over or otherwise deal with or dispose of the same to such persons at such times and generally upon such terms as they think fit, but so that no shares shall be issued at a discount except in accordance with Section 57 of the Act.
5. Subject to Section 72 of the Act, the provisions of Regulation 4 shall apply except that the quorum at any meeting of the holders of any class of shares shall be any member or members of that class holding or representing by proxy, not less than three-fourths of the capital paid up or credited and paid up on the issued shares of that class.

CALLS ON SHARES

6. In the first sentence of Regulation 15 the words "except insofar as may be otherwise agreed between the Company and any member in the case of any shares held by him" shall be inserted immediately after the words "provided that".

TRANSFER OF SHARES

7. (A) (1) Save as provided in Sub-Clause (A)(8) of this Article any member ("the Proposing Transferor") desiring to transfer the shares he holds ("the Shares"), otherwise than to a member holding shares of the same class or in the case of C Shares to a member holding B Shares, shall give

notice in writing ("the Transfer Notice") to the Company at its registered office for the time being specifying the price ("the Offer Price") (if any) at which the Shares are to be offered by him and the third party to whom he proposes to transfer the Shares if they are not to be purchased by the other member pursuant to the following provisions of this Article.

- (2) The Transfer Notice shall constitute the Directors the agents of the Proposing Transferor for the sale of the Shares and the Directors shall, within seven days of the Transfer Notice being given to the Company, offer the Shares in writing to the other member. The offer shall state:-
 - (a) the number(s) and class(es) of the Shares;
 - (b) the Offer Price, if any;
 - (c) the third party specified in the Transfer Notice,
 - (d) that, if such offer is not accepted in writing or if the other member does not for any reason so express a willingness to purchase the Shares (whether or not at the Offer Price if any) within 60 days, ("the Offer Period") it will be deemed to have been declined; and
 - (e) that, if the other member claims all of the Shares he should in his reply state the name of his nominee to hold one or more of the Shares.
- (3) If no Offer Price was stated by the Proposing Transferor or if the other member indicates its willingness to purchase the Shares but disagrees with the Offer Price, forthwith upon the member to whom the offer is made under paragraph (A) (2) of this Article replying the Proposing Transferor and such member shall meet to endeavour to agree a price ("the Fair Price") for the Shares and in default of agreement thereon within 14 days of such meeting either may request the President for the time being of the Institute of Chartered Accountants in England and Wales to appoint an independent valuer ("the Valuer") to certify the Fair Price. The fees and expenses of the Valuer shall be paid by the Proposing Transferor and the purchasing member equally.
- (4) In determining the Fair Price the Valuer shall act as experts and not as arbitrators and their certificate thereof shall be final and binding on all concerned.

- (5) The Proposing Transferor shall be bound to transfer to each purchaser of the Shares the number of shares being purchased by him upon payment by such purchasers to the Proposing Transferor of the Offer Price or the Fair Price (as the case may be) which payment shall be made within 7 days of the acceptance of the Offer Price or determination of the Fair Price (as the case may be).
- (6) If in any case the Proposing Transferor, after having become bound as aforesaid, makes default in transferring any Shares, the Directors may receive the purchase money which shall be paid into a separate bank account and the Directors shall within a reasonable period nominate some person to execute an instrument or instruments of transfer of the relevant Shares in the name of and on behalf of the Proposing Transferor and thereafter, when such instrument or instruments have been duly stamped the Directors shall cause the name of the purchasing member and its nominee to be entered in the Register as the holders of the relevant Shares and shall hold the purchase money in trust for the Proposing Transferor.

The receipt of the Directors for the purchase money shall be a good discharge to the relevant purchasing member or members and after his or their names have been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

- (7) If the other member has not indicated its willingness to purchase the Shares within the Offer Period the Proposing Transferor may sell and transfer all of the Shares to the third party named in the Transfer Notice for a price being no less in value than the Offer Price or the Fair Price if there was no Offer Price.
- (8) (a) Notwithstanding the foregoing provisions of this Article, any Member's entire shareholding for the time being can at any time be transferred by any member being a body corporate to a member of the same group. Provided that where shares have been transferred hereunder (whether directly or by a series of transfers) from a body corporate ("the Transferor Company which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group ("the Transferee Company") otherwise than under a scheme of reconstruction or

amalgamation whereunder the Transferor Company is placed in liquidation and the Transferee Company acquires the whole or the major part of its undertaking and assets, and subsequently the Transferee Company ceases to be a member of the same group as the Transferor Company, it shall be the duty of the Transferee Company forthwith to transfer the shares to the Transferor Company or a member of the same group as the Transferor Company and if the Transferee Company fails within 14 days of ceasing to be a member of the same group as the Transferor Company to transfer shares as aforesaid all such shares which should have been so transferred shall until so transferred cease to entitle the holder thereof to any vote at any general meeting of the Company and cease to entitle the holder to receive any dividends or other distributions from the Company.

- (b) The expression "a member of the same group" means a company which is for the time being the holding company of the Transferor Company or a subsidiary of the Transferor Company or of any such holding company or a company acquiring the whole or the major part of the undertaking and assets of the Transferor Company under a scheme of reconstruction or amalgamation whereunder the Transferor Company is placed into liquidation

The decision of the auditors for the time being of the Company as to whether any transfer of shares is or the holder of shares remains bona fide within the provisions of this Article shall be final and binding.

- (9) The holders of A Shares and B Shares may, if they all think fit, agree in writing to waive the provisions of this Article and any such decisions shall be final and binding.
- (B) The Directors shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by (A) or (D) of this Article.
- (C) The Directors may decline to register the transfer of a share on which the Company has a lien and no transfer shall in any event be registered by the Directors if by such registration the maximum number

of members fixed by Regulation 2(b) in Part II of Table A would be exceeded.

- (D) If any member declines or fails to subscribe for any shares offered to him under Article 4(A) he shall be deemed to have given a Transfer Notice to the Company in respect of the shares offered to him for subscription and the foregoing provisions of this Article shall apply accordingly save that the Offer Price shall be deemed to be the subscription price and shall also be deemed to be the Fair Price on subscription.
 - (E) Except as aforesaid, the instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of transfer of a partly paid share also by the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer when registered shall be retained by the Company. Regulation 22 shall not apply.
 - (F) No interest in any share or shares shall be disposed of or created by any means without a transfer of an equivalent number of shares being presented for registration save in circumstances where a transfer of the share or shares concerned would be permitted under the provisions of (A) (8) of this Article without the member giving a Transfer Notice.
 - (G) Any A Shares transferred to a B Shareholder shall be deemed to be redesignated as B Shares and any B Shares transferred to an A Shareholder shall be deemed to be redesignated as A Shares unless, following such redesignation, all the issued shares would be of one class only. C Shares transferred shall not be redesignated.
8. Regulation 3 in Part II of Table A and Regulations 25(a) and 28 shall not apply.

RESOLUTIONS IN WRITING

9. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company who would be entitled to receive notice of and to attend and vote at the General Meeting at which such resolution was to be proposed, or by their duly appointed attorneys, shall be as valid and effective as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form, each signed by one or more of the members or their attorneys and, in the case of a body corporate which is a member, signature shall be sufficient if made by a director of that body corporate or by its duly appointed attorney. Regulation 5 of Part II of Table A shall not apply.

NOTICE OF MEETINGS

10. Every notice calling a general meeting shall comply with the provisions of Section 136(2) of the Act as to informing members of their right to appoint proxies. The words "or in any instrument of proxy in relation to the meeting" shall be deemed to be inserted after the words "in the notice convening the meeting" in Regulation 69.
11. All business at a General Meeting shall be deemed to be special business and shall be notified in the notice convening the Meeting. Regulation 52 shall not apply.

PROCEEDINGS AT MEETINGS

12. No business shall be transacted at any General Meeting unless a quorum of members is present at the time the meeting proceeds to business. The quorum shall be two of whom one shall be the holder or proxy or, in the case of a member which is a corporation, a representative or proxy for the holder of at least one "A" Share and the other shall be holder or a proxy or, in the case of a member who is a corporation, a representative or proxy for the holder of at least one B Share. Provided that if within one hour of the time fixed for the meeting the requisite quorum is not present the meeting shall stand adjourned to the same time and place on the same day in the next week and at such adjourned meeting any member present in person or by proxy shall constitute a quorum. Regulations 53 and 54 shall not apply.
13. A poll may be demanded at any General Meeting by the Chairman or by any member present in person or by proxy and Regulation 58 shall be modified accordingly.
14. Regulation 60 shall not apply.
15. On a show of hands or on a poll all the holders of A Shares present at a General Meeting shall together have one vote and all the holders of B Shares present shall also together have one vote but the C Shares shall not confer the right to receive notice of or to be present or to vote either in person or proxy at any General Meeting of the Company. Regulation 62 shall not apply.
16. Any instrument appointing a proxy may be in any usual or common form or in any other form which the Directors may approve. Such instrument (and where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or if no place is so specified, at the registered office) before the time appointed for holding the meeting or adjourned

meeting or (in the case of a poll taken or otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or be delivered to the Secretary (or the Chairman of the meeting) on the day and at the place of the meeting or adjourned meeting or poll. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. Regulations 69, 70 and 71 shall not apply.

DIRECTORS

17. Unless and until otherwise determined by the Company in General Meeting, the number of Directors shall not exceed 7 in number. Regulations 75 and 76 shall not apply.
18. A Director shall not be required to hold any shares of the Company by way of qualification. Regulation 77 shall not apply. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at General meetings.
19. (A) The holders of the A Shares may from time to time (by a majority of three-quarters) appoint any four persons to be Directors of the Company ("A Directors").
(B) The holders of the B Shares may from time to time (by a majority of three-quarters) appoint any three persons to be Directors of the Company ("B Directors").
(C) Any Director appointed pursuant to paragraph (A) or (B) of this Article shall hold office subject only to the provisions of Regulation 88(b) to (e) and may at any time be removed from office by a majority of three quarters of the holders of the class of shares by whom he was appointed.
(D) Any appointment of a Director pursuant to paragraph (A) or (B) of this Article and any removal of a Director pursuant to paragraph (C) shall be in writing served on the Company by being sent to or left at the registered office of the Company and signed, by or on behalf of the holders of a majority of three quarters of the issued A Shares or B Shares as the case may be.
20. The Directors may be paid all travelling, hotel and other expenses wholly exclusively and necessarily incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the Company or in connection with the business of the Company.

ALTERNATE DIRECTORS

21. (A) Each Director shall have the power (subject to his first obtaining the consent of not less than three - quarters of the holders of the class of shares by the holders of which such Director was appointed) to nominate from time to time any person to act as his alternate Director and at his discretion to remove such alternate Director.
- (B) An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors and shall be entitled to receive notices of all meetings of the Directors and to attend speak and vote at any such meeting at which his appointor is not present.
- (C) One person may act as alternate Director to more than one Director and while he is so acting shall be entitled to a separate vote for each Director he is representing and if he is himself a Director his vote or votes as an alternate Director shall be in addition to his own vote.
- (D) An appointment or removal of an alternate Director may be made by letter, cable, telegram, or telex or in any other manner approved by the Directors. Any cable, telegram or telex shall be confirmed as soon as possible by letter but pending receipt thereof by the Company may be acted upon by the Company.
- (E) If a Director making any such appointment as aforesaid shall cease to be a Director the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director.
- (F) A Director shall not be liable for the acts or defaults of any alternate Director appointed by him.
- (G) An alternate Director shall not be taken into account in reckoning the maximum number of Directors allowed for the time being but he shall be counted for the purposes of determining whether a quorum is present at any meeting of the Directors at which he is entitled to vote.

BORROWING POWERS

22. The Directors may exercise all the powers of the Company to borrow and raise money, and to mortgage and 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. Regulation 79 shall not apply.

POWERS AND DUTIES OF DIRECTORS

23. A Director who pursuant to Regulation 84(1) has declared the nature of his interest in a contract or proposed contract with the Company at a meeting of the Directors shall be entitled to vote at that meeting in respect of that contract or proposed contract, and if he shall do so, his vote shall be counted, and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or of the Committee at which the vote is taken. Paragraphs (2) and (4) of Regulation 84 shall not apply.
24. A Director present at any meeting of the Directors or of a Committee of the Directors need not sign his name in a book kept for that purpose and Regulation 86 shall be deemed to have been modified accordingly.
25. The Directors may grant retirement pensions or annuities or other allowances, including allowances on death, to any person, or to the widow or dependants of any person, in respect of services rendered by him to the Company as Managing Director or in any other executive office or employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company or of its holding company (if any) notwithstanding that he may be or may have been a Director of the Company, and may make payments towards insurance or trusts for such purposes in respect of such pensions, annuities and allowances in the terms of engagement of any other person. Regulation 87 shall not apply.
26. The Directors may delegate any of their powers or discretions to a committee or committees consisting of an equal number of A Directors and B Directors and (if thought fit) one or more other persons co-opted as hereinafter provided. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such Regulations may provide for or authorise the co-option to the committee of persons other than Directors but so that:-
 - (A) the number of co-opted members shall be less than one-half of the total number of members of the committee; and
 - (B) no resolution of the committee shall be effective unless a majority of the members of the committee present at the meeting are Directors.
 - (C) co-opted members shall have no right to vote unless agreed by the Directors at the time of the appointment of members of the committee.

Regulations 102 and 104 shall not apply.

27. Regulation 88(a) and (f) shall not apply.

RETIREMENT AND ROTATION OF DIRECTORS

28. Regulations 89-97 (inclusive) shall not apply.

PROCEEDINGS OF DIRECTORS

29. Not less than 14 days notice of meetings of the Directors shall be given to each of the directors whether or not he is present in the United Kingdom provided that this provision shall not preclude the convening of a meeting of the Directors of which reasonable notice (having regard to the nature or circumstances of the emergency) has been given to consider emergency business. The last sentence of Regulation 98 shall be deemed to have been deleted.
30. Notice of a meeting of the Directors shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting. No business which is not within the direct scope of the agenda shall be put to the vote at such meeting unless all the Directors present otherwise agree.
31. The quorum necessary for the transaction of the business of the Directors shall be one A Director and one B Director present in person or by their alternates. If within one hour of the time fixed for the meeting the requisite quorum is not present the meeting shall stand adjourned to the same time and place on the same day of the next week and at such adjourned meeting any single Director (whether an A Director or a B Director) present in person or by his alternate shall constitute a quorum. Regulation 99 shall not apply.
32. The Chairman of a meeting of or a committee of the Directors shall not have a second or casting vote at any such meeting and Regulation 98 shall be deemed to have been modified accordingly.
33. At any meeting of the Directors or a committee of the Directors the A Directors present and their alternates shall together have one vote and the B Directors present and their alternates shall also together have one vote.
34. A resolution in writing (including for this purpose, letter, cable, telex and telegram) signed by all the Directors (and/or their alternates) for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in the like form signed by one or more of the Directors (and/or their alternates). Regulation 106 shall not apply.

MANAGING DIRECTOR

35. (A) The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company, including the Office of Chairman or Duputy Chairman or Managing Director or joint Managing Director or Deputy or Assistance Managing Director, as the Directors may decide for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. Such appointment shall be determined automatically if a Director so appointed shall from any cause cease to be a Director but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company. Regulation 107 shall not apply.
- (B) A Director holding such executive office as aforesaid for a fixed period shall not be entitled to resign as a Director of the Company but may be removed from office pursuant to Article 19(C).

NOTICES

36. The following Regulations shall apply as modified by this Article:-
- (A) In Regulation 131 there shall be deemed to be deleted the words "or (if he has not registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him", "in the case of a notice of meeting" and "and in any other case at the time which the letter would be delivered in the ordinary course of post" and the figure "24" shall be deemed to be replaced by the figure "120"; and
- (B) In Regulation 134 there shall be deemed to be deleted all words in paragraph (a) thereof other than the words "every member".

WINDING UP

37. In a winding-up the Liquidator may, with the sanction of an Extraordinary Resolution, distribute all or any of the assets in specie among the members in such proportions and manner as may be determined by such Resolution, provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as if such Resolution were a Special Resolution passed pursuant to Section 287 of the Act. Regulation 135 shall not apply.

INDEMNITY

38. 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, or 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. Regulation 136 shall not apply.

The Companies Acts 1948 to 1976.

COMPANY LIMITED BY SHARES

Memorandum

AND

NEW

Articles of Association

OF

MAURI PRODUCTS LIMITED

Incorporated the 6th day of February 19 79

TURNER PEACOCK
12 Bedford Row,
London, WC1R 4DN

G

Please do not
write in this
binding margin

THE COMPANIES ACTS 1948 TO 1976

Notice of place where register of
members is kept or of any change
in that place

Form No. 103

103

Pursuant to section 110(3) of the Companies Act 1948
as amended by the Companies Act 1976

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

[0219]

1413180

Name of company

*delete if
inappropriate

MAURI PRODUCTS

Limited*

hereby gives you notice in accordance with section 110(3) of the Companies Act 1948 that the
register of members is now kept at:

N.E.M. HOUSE, 3-5 RICKMANSWORTH ROAD
WATFORD, HERTS. WD1 7HG

in lieu of*

17 CAMDEN ROAD, LONDON, NW1 9LT

where it was previously kept

†delete as
appropriate

Signed

LB Wright

[Director] [Secretary]† Date - 6 MAY 1983

Presentor's name, address and
reference (if any):

THE COMPANY SECRETARY
NEM HOUSE
3-5 RICKMANSWORTH ROAD
WATFORD, HERTS.
WD1 7HG

For official use
General section

Post room



Number of)
Company) 1413180

The Companies Act 1985

COMPANY LIMITED BY SHARES

RESOLUTION OF THE MEMBERS IN WRITING

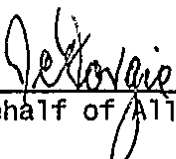
of

MAURI PRODUCTS LIMITED

Pursuant to Section 381A of the Companies Act 1985 ('the Act') we the undersigned, being all the members of the company who at the date of this resolution are entitled to attend and vote at a general meeting of the company hereby resolve:

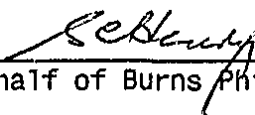
That the company hereby elects

- (i) pursuant to Section 252 of the Act to dispense with the laying of accounts before the company in general meeting,
- (ii) pursuant to Section 366A of the Act to dispense with the holding of annual general meetings, and
- (iii) pursuant to Section 386 of the Act to dispense with the obligation to appoint auditors annually



For and on behalf of Allied Mills Limited

DIRECTOR



For and on behalf of Burns Philp (U.K.) PLC

DIRECTOR

Dated this.....30th.....day of.....November.....1990





COMPANIES FORM No. 225(1)

225(1)

Notice of new accounting reference date given during the course of an accounting reference period

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

Please complete legibly, preferably in black type, or bold block lettering.

1. To the Registrar of Companies
(Address overleaf—Note 6)

Company number

1413180

Insert full name of company

MAURI PRODUCTS LIMITED

Note

Details of day and month in 2, 3 and 4 should be the same

Please read notes 1 to 5 overleaf before completing this form

Delete as appropriate

2. Gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

1 5 0 9

3. The current accounting reference period of the company is to be treated as [shortened] [extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

1 5 0 9 1 9 9 1

4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary] [parent]† undertaking of ALLIED MILLS LIMITED

, company number 37410

the accounting reference date of which is 15 SEPTEMBER

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed

An administration order was made in relation to the company on

and it is still in force

†Insert Director, Secretary, Receiver, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

6. Signed [Signature] Designation† Joint Secretary Date 29 January 1991

Presentor's name, address, telephone number and reference (if any)

THE COMPANY SECRETARY
NEM HOUSE
3-5 RICKMANSWORTH ROAD
WATFORD, HERTS.
WD1 7HG

For official use
D E B

Post room