

1789,282

COMPANY LIMITED BY SHARES

Amended
M E M O R A N D U M O F A S S O C I A T I O N
of
R A P K E N T L I M I T E D

1. The name of the Company is "RAPKENT LIMITED"
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-

- (A) To carry on business as food processors (and in particular, but without limiting the generality of the foregoing, cereal processors), millers, cereal growers, warehousemen, farmers, food packers, bakers, biscuitmakers and sales promoters.
- (B) To import export distribute process buy sell and generally deal in cereals, cereal products, grain, flour and all kinds of foodstuffs (whether in a raw state, prepared or partially prepared) and any substances preparations preservatives containers packaging materials machinery equipment or goods capable of being used in food industries; to undertake research (whether commissioned or not) into any aspect of food processing, food growing, the food industry or dietary materials; to convert process use buy sell deal in and dispose of food by-products; and to organise or take part in food fairs, competitions, trade shows, exhibitions and events of all kinds.



- (C) To carry on any business or trade whatsoever which can, in the opinion of the Company, be advantageously or conveniently carried on by the Company, by way of extension of or in connection with any such business as aforesaid, or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.
- (D) To buy, sell, manufacture, manipulate and deal in (whether wholesale or retail) all commodities, articles and things necessary or useful for carrying on any of the above businesses, or usually dealt in by persons engaged therein, or which can be conveniently dealt in by the Company in connection with any of its objects.
- (E) To purchase, take on lease or in exchange, hire or otherwise acquire, houses, offices, workshops, buildings and premises, land or any other property whatsoever whether real or personal or any interest therein, and any fixed and moveable plant, machinery or equipment, including tools, patterns and stock-in-trade, convenient to be used in or about the businesses of the Company or any of them and to act in the capacity of Estate Agents and to buy, sell, let on lease and otherwise negotiate transactions concerning land, buildings and chattels relating thereto, whether as agents or principals.
- (F) To purchase or otherwise acquire all or any part of the business or assets of any person, firm, or company, carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property suitable to the purposes of the Company and to pay cash or to issue any shares, stocks, debentures or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.
- (G) To sell, let, license, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interest in, any other Company.
- (H) To enter into any arrangements with any governments or authorities supreme, municipal, local or otherwise, international agencies, societies, corporations and authorities that may seem conducive to the business of the Company and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (I) To promote or assist in the promotion of any Company having objects similar to or complementary to the objects of the Company and to subscribe, underwrite, buy or hold the shares, stock, debentures, debenture stock or other obligations of such Company.
- (J) To erect, construct, alter and maintain buildings, plant, erections and works, whether on the property of the Company or not.
- (K) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid shares, or by the issue of securities, or partly in one mode and partly in another and generally on such terms as may be determined.
- (L) To invest the money of the Company in any manner that the Company may think fit.
- (M) To receive money or securities of any kind on deposit and to lend and advance money or securities of any kind or give credit to such persons and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons.

- (N) 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, 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 to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (O) To draw, accept, endorse, discount and execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- (P) To remunerate in any manner any person, firm or company rendering services to this Company and to take out and maintain a policy of insurance or assurance on the life of any person in whom the Company has an insurable interest.
- (Q) To pay all or any expenses incurred in connection with the incorporation of the Company or to contract with any person, firm or company to pay the same and to pay commission 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 procure the Company to be registered or recognised in any colony or dependency and in any foreign or associated country or place.
- (S) 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, copyrights, translation rights, brevets d'invention, licences, performing rights and any other rights connected with musical, dramatic, literary and graphic works, 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 or grant licences and 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.
- (T) To enter into partnership or joint purse agreement with or to make any agreement or arrangement with any other Company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof or to amalgamate with any such Company, firm or person.
- (U) To undertake and execute any trusts the undertaking of which may seem to the Company desirable.
- (V) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company or the dependents or the connections of such persons and to grant pensions or allowances to any such persons, and to assist any charitable or benevolent object.
- (W) To grant bonuses and gratuities to employees or ex-employees of the Company or the dependents of such persons and to support or subscribe to any institutions, clubs, societies or funds.
- (X) To do whatever may be necessary or expedient to procure the Company to be registered or incorporated as a body politic or corporate or otherwise to establish for the Company a legal domicile or representation and to enable the affairs and operations of the Company to be effectively carried on in any part of the World.
- (Y) To distribute all or any of the assets of the Company in specie (or otherwise) between the members of the Company.
- (Z) To do all or any other acts and things which in the opinion of the Company may be conducive or incidental to the objects of the Company.

- (AA) To guarantee, support, or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods, the performance of the obligations and the repayment or payments of the principal and premium of and interest on any securities or obligations of any company which is for the time being the company's holding company (as defined by section 154 of the Companies Act 1948) or another subsidiary (as defined by the said section) of the Company's holding company or otherwise associated with the Company in business.
- (AB) To do all or any of the above things in any part of the world, either wholesale or retail, and either as principals, agents, trustees or otherwise and either alone or in conjunction with others and by or through agents, sub-contractors, trustees or otherwise.

All of the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

4. The liability of the Members is limited.

5. The initial Share Capital of the Company is £100,000 divided into 100,000 shares of £1 each. The shares of the Company whether part of the original or any increased capital of the Company, may be issued with any special, qualified, preferred or deferred rights and privileges or conditions as to capital, dividends, rights of voting or other matters but so that any such rights, privileges or conditions shall not be altered or modified except in accordance with the Articles of Association of the Company.

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 (in words and figures)
JOHN ARTHUR COX 1 Oakfield Court Road Tunbridge Wells, Kent Law Stationer	1
OLIVE COX 1 Oakfield Court Road Tunbridge Wells, Kent Law Stationer	1

DATED the 5th day of November 1983

WITNESS to the above signatures:- (Witnesses signature, address, occupation)

R. D. TABRAM
34 Bradstone Avenue,
Folkestone, Kent.
Printing Economy Consultant

COMPANY LIMITED BY SHARES

Amended

A R T I C L E S O F A S S O C I A T I O N

OF

RAPKENT LIMITED

PRIVATE COMPANY

1. The Company shall be a Private Company within the meaning of the Companies Act, 1980, and the Regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 (hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby. The clauses of Part I of Table A numbered 58, 75, 76, 77, 79, 84(2), 88, 89, 90, 91, 92, 93, 94, 96, 97, 98, 99, 107, 110 and 135 shall not apply to the Company, Clause 86 of Part I of Table A shall be varied by omitting therefrom the words "and every director present at any meeting of directors or committee of directors shall sign his name in a book to be kept for that purpose," but the clauses hereinafter contained and the remaining clauses of Part I of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES

2. The initial Share Capital of the Company is £100,000 divided into 100,000 Shares of £1 each.

3. (i) Any share may be transferred by a member to any parent, parent-in-law, spouse, son, daughter, grandson, granddaughter, son-in-law, daughter-in-law or grandson-in-law or granddaughter-in-law of such member and any share of a deceased member may be transferred by his personal representatives to any son, daughter, grandson, granddaughter or other issue, nephew, niece, son-in-law, daughter-in-law, father, mother, brother, sister, brother-in-law, widow or widower of such deceased member and shares standing in the names of the trustees of the will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such Will. Any share may be transferred by a member to any other member.

(ii) Subject as aforesaid every member who desires to transfer any share or shares (hereinafter called the Vendor) shall give to the Company notice in writing of such desire (hereinafter called the Transfer Notice). No Transfer Notice shall relate to more than one class of shares. Subject as hereinafter mentioned, a Transfer Notice shall constitute the Company the Vendor's Agent for the sale of the share or shares specified therein (hereinafter called the said shares) in one or more lots at the discretion of the Directors to the members other than the Vendor at a price to be agreed upon by the Vendor and the Directors, or, in case of difference, at the price which the Auditors of the Company shall by writing under their hands certify to be in their opinion the fair value thereof as between a willing seller and a willing buyer. The Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the

Company pursuant to this Article, none shall be so sold and any such provision shall be binding on the Company.

(iii) If the Auditors are asked to certify the fair value as aforesaid their Certificate shall be delivered to the Company and so soon as the Company receives the Certificate it shall furnish a certified copy thereof to the Vendor and the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the said certified copy to cancel the Company's authority to sell the said shares. The cost of obtaining the Certificate shall be borne by the Company unless the Vendor shall give a notice of cancellation as aforesaid in which case he shall bear the cost.

(iv) Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member other than the Vendor of the number and price of the said shares and invite each such member to apply in writing to the Company within twenty-one days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.

(v) If the said members shall within the said period of twenty-one days apply for all or (except where the Transfer Notice provides otherwise) any of the said shares, the Company shall allocate the said shares (or so many of them as shall be applied for as aforesaid) first, to and amongst the applicants who are registered or unconditionally entitled to be registered in respect of shares of the same class (and in case of competition pro rata according to the number of shares of such class of which they are registered or unconditionally entitled to be registered as holders) and secondly (if any of the said shares shall remain after such applicants have been satisfied in full) to and amongst the remaining applicants (and in case of competition pro rata according to the number of shares in the Company in respect of which they are registered or unconditionally entitled to be registered as holders) provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid.

(vi) The Vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified; and if he shall fail to do so, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed Attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchasers shall be deemed to have obtained a good quitance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.

(vii) Notwithstanding the foregoing provisions of this Regulation, the Directors may decline to register any transfer of any share on which the Company has a lien.

(viii) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

4. The shares shall be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons at such times and generally on such terms as they think proper.

LIEN

5. The lien conferred by Clause 11 of Table "A" shall also attach to fully paid shares and to all shares registered in the name of any person who

is, or whose estate is, indebted or under liability to the Company. whether he be the sole registered holder thereof or shall be one of several joint holders.

TRANSFER OF SHARES

6. (A) Any share of a deceased member may be transferred by his executors or administrators to any person entitled beneficially or as trustee to any part of his estate and Clause 30 of Table "A" shall be modified accordingly.

(B) Subject to (A) above, the Directors may decline to register a transfer of any share.

NOTICE OF GENERAL MEETINGS

7. Every notice convening an Annual General Meeting of the Company shall describe the meeting as an Annual General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

8. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of a show of hands) demanded

(a) by the chairman; or

(b) by any member present in person or by proxy

The demand for a poll may be withdrawn.

DIRECTORS

9. Until the Company in General Meeting shall otherwise determine, the number of the Directors may be any number not exceeding nine.

10. The following person shall be the first Director of the Company:-

John Arthur Cox

11. It shall not be necessary for a Director to hold a qualification share.

12. At each Annual General Meeting of the Company all the Directors, other than permanent Directors, shall retire from office. A retiring Director shall be eligible for re-election.

13. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period (subject to any provisions contained in these Articles relating to Directors in general) and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

14. The remuneration of the Directors shall, subject to any agreement between them and the Company, be determined either by the Directors or by the Company in General Meeting.

15. The Directors shall be entitled to be repaid all out-of-pocket expenses incurred by them in the performance of their duties as Directors.

POWERS AND DUTIES OF DIRECTORS

16. A Director may hold any other office or place of profit under the Company, except that of Auditor, upon such terms as to remuneration, tenure of office and otherwise as may be determined by the Board.

17. A Director may contract with and be interested in any contract, arrangement or dealing with the Company, and shall not be liable to account for any profit made by him by reason of any such contract, arrangement or dealing provided that the nature of the interest of the Director is declared at a meeting of the Directors as required by Section 199 of the Companies Act 1948 as amended by Section 60 of the Companies Act 1980. A Director may vote in respect of any contract, arrangement or dealing with the Company although he may be interested therein or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned for the purpose of constituting a quorum of Directors.

18. The Company may by an Ordinary Resolution appoint Directors and remove any Director before the expiration of his period of office, and may determine the duration of office, subject only to Section 184 of the Companies Act 1948 and to Article 12 hereof.

19. The Directors may by resolution make provision for employees and former employees of the Company under Section 74 of The Companies Act 1980.

BORROWING POWERS

20. 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 or obligation of the Company or of any third party.

PROCEEDINGS OF DIRECTORS

21. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and until so fixed shall, except when one Director only is in office, be two. When one Director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as by the regulations of the Company are conferred on the Board of Directors.

22. Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from the United Kingdom except he be so absent for not more than four weeks and shall have informed the Secretary before such absence of the dates of his intended departure and intended return or except if he be absent from the United Kingdom on the Company's business.

23. A resolution determined on without any meeting of Directors and evidenced by writing under the hands of all the Directors or a sole Director shall be as valid and effectual for all purposes as a resolution of the Directors passed at a Meeting duly convened, held and constituted.

24. A Director who is unable to attend meetings of Directors may, by writing under his hand, appoint any person approved by the other Directors to be an alternate Director during such inability and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to receive notice of meetings of the Directors and to attend and vote thereat accordingly in the place of the Director so unable to attend but he shall be entitled to only such remuneration as shall be agreed between the appointee and the appointor and the remuneration of the appointor shall be reduced by the amount of the appointee's remuneration and shall not exceed the remuneration which the appointor would have received had he not appointed the appointee and the appointee shall ipso facto vacate office if and when the appointor vacates office as a Director or removes the appointee from office and any appointment and removal under this clause shall be effected by notice in writing under the hand of the

Director making the same. The appointee need not be a director or member of the Company.

DISQUALIFICATION OF DIRECTORS

25. The office of a Director shall be vacated -
- (A) If by notice in writing to the Company he resign the office of Director; or
 - (B) If he become bankrupt or insolvent or enter into any arrangement with his creditors; or
 - (C) If he become prohibited from being a Director by reason of any order made under Section 188 of the Companies Act 1948 as amended by the Companies Act 1981 and in particular section 93 thereof or if he shall become subject to a disqualification order made pursuant to Section 28 of the Companies Act 1976; or
 - (D) If he become of unsound mind.

THE SEAL

26. Every instrument to which the Seal shall be affixed shall be signed by two Directors, unless one Director only is in office when every such instrument shall be signed by one Director and the Secretary.

SECRETARY

27. The Directors may from time to time by resolution appoint or remove a Secretary of the Company, and may also from time to time by resolution appoint a temporary substitute for the Secretary, who shall for all purposes be deemed to be the Secretary of the Company.

28. The following person shall be the first Secretary of the Company:-

Olive Cox

WINDING-UP

29. In addition to the powers given to a Liquidator by Section 287 of the Companies Act 1948, the Liquidator may, with the sanction of an ordinary resolution, distribute all or any of the assets in specie or kind among the members. With the like sanction the Liquidator may vest any part of the assets of the Company in trustees for the benefit of the Contributories and the liquidation of the Company may be closed and the Company dissolved. Every member, however, 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 Companies Act 1948.

INTERPRETATION

30. References herein to the Companies Act 1948 or to any section sub-section table or Part of the Companies Act 1948 shall be deemed to be references to such Act section sub-section table or Part as modified by the Companies Acts 1967, 1976, 1980 and 1981 and subsequent statutory enactments altering adding to or amending the same.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

JOHN ARTHUR COX
1 Oakfield Court Road,
Tunbridge Wells, Kent.
Law Stationer

OLIVE COX
1 Oakfield Court Road,
Tunbridge Wells, Kent.
Law Stationer

Dated the 5th day of November 1983

WITNESS to the above signatures:- (Witnesses signature, address, occupation)

R. D. TABRAM
34 Bradstone Avenue,
Folkestone, Kent.
Printing Economy Consultant