

Company Number 1638346

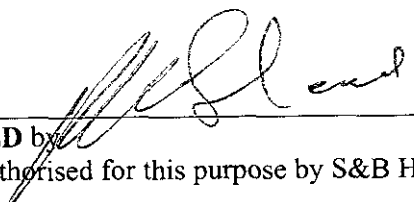
JOSEPH HEAP & SONS LIMITED

(the "Company")

WRITTEN MEMBERS' RESOLUTIONS

In accordance with section 381A of the Companies Act 1985, WE THE UNDERSIGNED, being the sole member of the Company who at the date of these resolutions would be entitled to attend and vote at a general meeting of the Company, AGREE that the following resolutions shall have effect as if passed by the Company in general meeting and accordingly WE RESOLVE THAT:

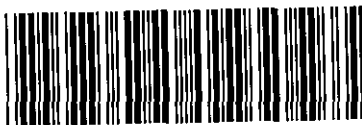
1. The sale by the Company of its business and underlying assets (the "**Business**") to S&B Herba Foods Limited pursuant to the terms of the asset purchase agreement attached to this written resolution is hereby approved.
2. With effect from the date of this resolution, the articles of association of the Company be amended by the deletion of "103," from the third line of Article 2(B).



SIGNED by
duly authorised for this purpose by S&B Herba Foods Limited

Dated: 1/12/ 2006

WEDNESDAY



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COMPANIES HOUSE

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

COMPANIES HOUSE

JOSEPH HEAP & SONS LIMITED

(adopted by Written Resolution dated 23 July 2004)

1. INTERPRETATION

- (A) In these Articles "Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended prior to the adoption of these Articles. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles.
- (B) In these Articles:
- "the Act"** means the Companies Act 1985 as amended prior to adoption of these Articles;
- "clear days"** in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- "S&B Herba"** means S&B Herba Foods Limited, a company incorporated in England and Wales having its registered office at S&B House, 2 Vinson Close, Knoll Rise, Orpington, Kent BR6 0PP or any successor in title; and
- "Shares"** means ordinary shares of £1.00 each in the capital of the Company.
- (C) References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form but, for the avoidance of doubt, shall not include email.
- (D) References in these Articles to paragraphs and sub-paragraphs are to the paragraphs and sub-paragraphs of the Article and paragraph in which they appear.
- (E) Headings in these Articles are for convenience only and shall not affect the interpretation hereof.
- (F) A company or other entity shall be any **"holding company"** for the purposes of these Articles if it falls within either the meaning attributed to that term in ss736 and 736A of the Act or the meaning attributed to the term **"parent undertaking"** in s258 of the Act, and a company or other entity shall be a **"subsidiary"** for the purposes of these Articles if it falls within either the meaning attributed to that term in ss736 and 736A of the Act or the meaning attributed to the term **"subsidiary undertaking"** in s258 of

the Act, and the terms "**subsidiaries**" and "**holding companies**" are to be construed accordingly.

2. ADOPTION OF TABLE A

- (A) The Regulations contained in Table A shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- (B) Regulations 2, 23, 25, 26, 28, 32 to 34 (inclusive), 38, 40, 41, 50, 54, 57, 58, 60, 61, 62, 64, 65, 66, 68, 72 to 77 (inclusive), 78, 79, 80, 82, 84, 88 to 90 (inclusive), 94, 95, 96, 101, 102, 109, 110, 111, 112 and 115, of Table A shall not apply to the Company.¹

3. SHARE CAPITAL

The share capital of the Company at the date of adoption of these Articles is £60,000 divided into 60,000 ordinary shares of £1.00 each.

4. UNISSUED SHARES

- (A) No shares in the Company nor any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless within one month before that allotment every shareholder for the time being has consented in writing to that allotment and its terms and to the identity of the proposed allottee.
- (B) Section 89(1) of the Act shall not apply to an allotment of any equity security where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles.

5. TRANSFER OF SHARES

- (A) All transfers of shares shall be effected by instrument in writing in any form for the time being authorised by the Stock Transfer Act 1963 (or any statutory modification or re-enactment thereof for the time being in force) or in any other form which the directors may approve.
- (B) No sale, transfer, assignment, pledge, charge or other disposition of any share or any interest in any share shall be effected without the prior written consent of all members for the time being.
- (C) The directors shall forthwith register any duly stamped transfer made in accordance with this Article and shall not have any discretion to register any transfer of shares which has not been made in compliance with this Article.

¹ Article 2(B) updated by written member's resolution dated 1 December 2006.

- (D) The directors may from time to time require any member to provide the Company with such information and evidence as they may reasonably require to ensure compliance with this Article. If a member fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the member stating that the member shall not in relation to all shares held by that member be entitled to be present or to vote in person or by proxy at any general meeting of the company or any meeting of the holders of shares of that class or to receive dividends on the shares until such evidence or information has been provided to the directors' satisfaction.

6. NOTICE OF GENERAL MEETINGS

- (A) All annual general meetings shall be called by at least 30 days notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.
- (B) The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- (C) Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.
- (D) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

7. QUORUM AT GENERAL MEETINGS

- (A) No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- (B) Subject to 7(C) below, the quorum at any general meeting of the Company or adjourned general meeting shall be two persons present in person or by proxy.
- (C) If and for so long as the Company has only one member, that member present in person or by proxy or (if that member is a corporation) by a duly authorised representative of a corporation, shall be a quorum.

- (D) If a quorum is not present within 30 minutes of the time for any general meeting as set out in the notice of meeting then the meeting shall be adjourned for 7 days.

8. VOTES

- (A) At a general meeting, on a show of hands every member present in person shall have one vote, and on a poll every member present in person or by proxy shall have one vote for each share of which he is the holder.
- (B) Any resolution proposed at a general meeting of the members shall be validly passed only if it is approved by all of the members.
- (C) Notwithstanding anything contained in these Articles, and in particular, but without limitation, Article 8(B) above, and without prejudice to any relevant provisions of the Act, none of the following matters shall be effected or implemented without the prior written approval of all members:
- (a) any amendments of these Articles or the memorandum of association of the Company;
 - (b) the sale of any Shares;
 - (c) the alteration of any rights attaching to any of the Shares;
 - (d) permitting the registration of any member other than S&B Herba;
 - (e) the increase or decrease of the Company's share capital;
 - (f) the granting of any option or other interest over or in the Company's share capital;
 - (g) the redemption or repurchase of any of the Company's share capital or the effecting of any other reorganisation (including, without limitation, any consolidation, division or cancellation) of the Company's share capital;
 - (h) the dissolution or liquidation of the Company;
 - (i) any change in the scope and/or nature of the Company's business; or
 - (j) the declaration or making of any dividend or other distribution in cash or in specie, and whether out of revenue profits, capital profits, capital reserves or otherwise.

9. PROXIES

- (A) An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the directors may approve, and the directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument. The instrument of proxy shall, unless the contrary is stated in it, be valid for any

adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.

- (B) The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority (certified notarially or in any other manner approved by the directors) may be delivered to the registered office, or to some other place or to some person specified or agreed by the directors, before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid.

10. **NUMBER AND AGE OF DIRECTORS**

The number of directors shall not be less than four and no more than ten. No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director by reason of his having attained any particular age. No shareholding qualification for directors shall be required.

11. **APPOINTMENT AND REMOVAL OF DIRECTORS**

- (A) Subject to Article 10, S&B Herba may at any time and from time to time appoint any person to be a director or remove from office any director howsoever appointed.
- (B) Any appointment or removal of a director pursuant to Article 11(A) shall be in writing and signed by or on behalf of S&B Herba and served on the Company at its registered office, marked for the attention of the Secretary or delivered to a duly constituted meeting of the directors of the Company.
- (C) In the event of the resignation, death or removal of any director the directors shall have the power to appoint a temporary replacement for any director who has resigned, died or been removed pending the decision of S&B Herba pursuant to Article 11(A).
- (D) The board of directors shall be entitled to nominate up to two persons to be managing directors of the Company, such person(s) being known as the "**Managing Director(s)**". The appointment of the Managing Director(s) shall be subject to the prior written approval of S&B Herba.

12. **APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

- (A) Any director (other than an alternate director) may appoint any other director to be an alternate director and may remove from office an alternate director appointed by him. A person may be appointed an alternate director by more than one director.
- (B) An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at such meetings at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence.

- (C) An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the director appointing him as an alternate director may by notice in writing to the Company from time to time direct.

13. NOTICE OF BOARD MEETINGS

- (A) A director may, and the secretary at the request of a director shall, call a meeting of directors.
- (B) Notice of a meeting of the directors shall be deemed to be properly given to a director if it is sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned.
- (C) A director or alternate director absent or intending to be absent from the United Kingdom may request to the directors that notices of meetings of the directors shall during his absence be sent in writing to him at an address or to a fax number given by him to the Company for this purpose, but if no request is made to the directors it shall not be necessary to give notice of a meeting of the directors to any director who is for the time being absent from the United Kingdom.
- (D) A director may waive notice of any meeting either prospectively or retrospectively.
- (E) Unless waived (whether prospectively or retrospectively) by all of the directors, not less than 30 days notice of all meetings of the directors shall be given to each director. Within no more than 10 days after each such meeting, a copy of the minutes of that meeting shall be delivered to each Director.

14. PROCEEDINGS OF DIRECTORS

- (A) Subject as provided in these Articles, the directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and in any event shall convene meetings at least twice during each calendar year.
- (B) The quorum at any meeting of the directors shall be four directors. A person who holds office as an alternate director shall if his appointer is not present be counted in the quorum. No business shall be transacted at any meeting of the directors unless a quorum is present at the commencement of the meeting and also when that business is voted on. If a quorum is not present within 30 minutes of the time for the relevant meeting as set out in the notice of meeting then the meeting shall be adjourned for 7 days.
- (C) The directors may delegate any of their powers to any committee consisting of two or more directors and the provisions of Article 14(B) shall apply equally to meetings of any committee of the directors as to meetings of the directors save that the quorum at any meeting of any committee of the directors shall be two directors. Any

management committee that the directors resolve to create shall, in addition to the foregoing, include the Managing Director(s).

- (D) All or any of the directors or members of any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum; and accordingly, subject to Articles 14(B) and 14(C) above, a meeting of the directors or committee of the directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- (E) Save as provided in Article 14(G), questions arising at any meeting of the directors or at any committee of the directors shall be decided by a majority of votes. In the case of an equality of votes the chairman shall not have a second or casting vote. If at any time at or before any meeting of the directors or of any committee of the directors any director should request that the meeting should be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to be present or for any other reason, which he need not state) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted or proceeded with at that meeting after such request has been made.
- (F) With the exception of the Managing Director(s), the directors shall serve for no remuneration.
- (G) Notwithstanding anything contained in these Articles, no decision or resolution of the directors or any committee of the directors affecting the matters detailed below shall be effective if at the meeting at which any of such matters are considered or resolved upon any of the directors shall have dissented therefrom:
 - (a) the making of a gift of the assets of the Company;
 - (b) the creation or, where appropriate, the issue of any fixed or floating charge, debenture, lien (other than a lien arising by operation of law or in the ordinary course of business) or other mortgage, encumbrance or security over the whole or any part of the undertaking, business, property or assets (tangible or intangible) of the Company, except for the purpose of securing the indebtedness of the Company to its bankers for sum borrowed in the ordinary and proper course of the Company's business;
 - (c) borrowing funds not otherwise approved in the name of the Company in excess of any aggregate amount outstanding at any one time of £200,000 or with payment terms extending beyond one year;

- (d) the making of loans by the Company or, except in the ordinary course of business, the extension of credit;
- (e) the issuance of any loan capital or the entering into of any commitment with any person with respect to the issuance of any loan capital;
- (f) the purchase or sale of any asset not within the scope of the Company's capital budget having a value in excess of £10,000;
- (g) the allocation of capital expenditures above the amount set forth in the annual capital budget;
- (h) the entering into, renewal or cancellation of any contract not in the ordinary course of business;
- (i) the entering into of any transactions with a shareholder or a subsidiary or affiliate of a shareholder;
- (j) any mergers or consolidations to which the Company would be a party or any application for the listing of any shares or debt securities of the Company on any recognised stock exchange;
- (k) the giving of any guarantee, indemnity or security to secure the liabilities or obligations of any person;
- (l) without prejudice to Article 14(G)(f), the sale, transfer, leasing, assignment, disposal of or part with control of any interest in all or any material part of the undertaking, business, property or assets (tangible or intangible) of the Company (whether by a single transaction or a series of transactions) or the contracting to do so or the acquisition or contracting to acquire any business, property or assets (tangible or intangible) or any interest therein which would, following such acquisition or, as the case may be, prior to such acquisition, constitute a material part of the business, property or assets of the Company;
- (m) the taking or agreeing to take any leasehold interest in, or licence over, any land;
- (n) the entering into of any partnership or profit sharing agreement or joint venture with any person;
- (o) the acquiring, purchase or subscription of any shares, loan stock, debentures, mortgages or securities (or any interest therein) or any other interest in any person;
- (p) the granting of any power of attorney or, save as permitted by these Articles, the delegation of directors' powers;
- (q) the making of any composition or arrangement with the Company's creditors, the moving for insolvency, receivership or administration or

the doing or permitting or suffering to be done of any act or thing whereby the Company may be wound up (whether voluntarily or compulsorily), save as otherwise expressly provided for in the Articles;

- (r) the commencement of the prosecution or defence of, or settlement, of any legal or arbitration proceedings;
- (s) the establishment, cancellation, or variation of the terms of any pension, retirement schemes, profit sharing, share option, profit related, bonus or incentive scheme;
- (t) the entering into, effecting or variation of any claim, disclaimer, surrender, election or consent for tax purposes;
- (u) the change of name of the Company or the trading under any corporate or trade name;
- (v) the change in the Company's financial year, or registered office;
- (w) the payment of any interim dividend; or
- (x) any other matter not in the ordinary course of business or otherwise on arm's length terms.

15. DIRECTORS' INTERESTS; DISCLOSURE OF INFORMATION

A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

16. NOTICES; TIME OF SERVICE

- (A) Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by pre-paid registered post (air mail in the case of an address for service outside the United Kingdom) addressed to the member at his registered address or by fax to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorised in writing by the member concerned.
- (B) In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.
- (C) Any notice or other document if given personally shall be deemed served when delivered, if sent by registered post, shall be deemed to have been served or delivered one clear day after posting to an address in the United Kingdom or five clear days

after posting to an address outside the United Kingdom, and if sent by fax shall be deemed served when despatched. In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post or, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee.

- (D) Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of telex print-out or facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 clear days of receipt of the reproduction.