



COMPANIES FORM No. 12

**Statutory Declaration of compliance
with requirements on application
for registration of a company**

12

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies

For official use

For official use

[] [] [] []

2067828

Name of company

* FOOD FOR THOUGHT (U.K.) LTD.

* Insert full
name of Company

I, Bruce John Parsons
of Pine Marten, Rannoch Road,
Crowborough,
East Sussex.

† delete as
appropriate

do solemnly and sincerely declare that I am a ~~[Solicitor engaged in the formation of the company]~~†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it 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 1 Beacom Road
Crowborough East Sussex

Declarant to sign below

[Signature]

the 25th day of September
One thousand nine hundred and eighty six
before me E. H. Walker
Solicitor.

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

Presenter's name address and
reference (if any):

B.J. Parsons
Pine Marten
Rannoch Road
Crowborough
East Sussex

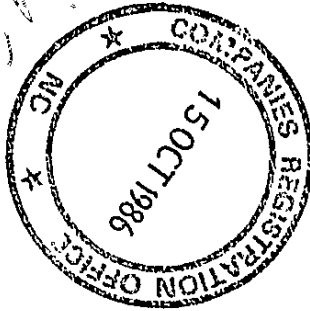
For official Use

New Companies Section

Post room

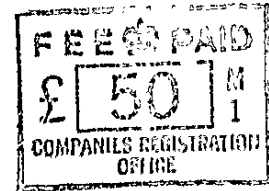


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THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF

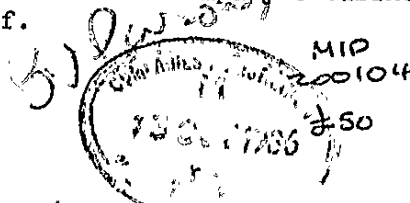
FOOD FOR THOUGHT (U.K.) LTD.



2067828



1. The Name of the Company is FOOD FOR THOUGHT (U.K.) LTD.
2. The Registered Office of the Company will be situate in England
3. The Objects for which the Company is established are:-
 - (A) To carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of and wholesale and retail dealers in goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw and manufactured goods, of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish, build up, and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares, and commodities dealt in or services rendered by any persons, firms or companies, and to participate in, undertake, perform, and carry out all kinds of commercial, trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors, shippers, agents, traders, distributors, capitalists, and financiers, either on the Company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company.
 - (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in Sub-Clause (A) hereof or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
 - (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.



- (D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To borrow or raise or secure the payment of money in such manner as the Company shall think fit for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (F) For the purposes of or in connection with the business of the Company to mortgage and charge the undertaking and all or any of the real and personal property and assets, present and future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurances. To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (G) To receive money on deposit or loan upon such terms as the Company may approve.
- (H) To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, and whether or not such guarantee is given in connection with or pursuant to the attainment of the objects herein stated to guarantee either 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 payment of the capital or principal (together with any premium) of and dividends or interest on any debenture, stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's Holding or Subsidiary company as defined by Sections 736 and 744 of the Companies Act, 1985, or otherwise associated with the Company in business.
- (I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or

service of the Company, or of any company which is for the time being the Company's Holding or Subsidiary company as defined by Sections 736 and 744 of the Companies Act, 1985, or otherwise associated with the Company in business or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependents of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- (J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend repayment of capital voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (N) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.



- (O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of the Company, 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.
- (Q) To sell, improve, manage, develop, turn to account, exchange, let on rent, grant royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (S) To subscribe for, purchase or otherwise acquire, and hold shares, stock, debentures or other securities of any other company.
- (T) 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, 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.
- (U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (V) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in anywise limited by reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company.

4. The liability of the Members is limited.
5. The share capital of the Company is £100 divided into 100 shares of £1 each.

-5-6


WE, the several persons whose Names, Addresses and Descriptions are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
Bruce Parsons Pine Marten Rannoch Road Crowborough Sussex  Food Technologist	ONE
Margaret Parsons Pine Marten Rannoch Road Crowborough Sussex  Administrator	ONE

Dated the 25TH day of SEPTEMBER 1986

Witness to the above Signatures:-

Mrs. C. A. Ashplant,
Waterford,
Crowborough Hill,
Crowborough,
Sussex.


(HOUSEWIFE)

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
FOOD FOR THOUGHT (U.K.) LTD.

1. Subject as hereinafter provided, the regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.
2. Regulations 8, 64, 76, 77 and 113 of Table A shall not apply to the Company.
3. The Company is a private company and accordingly no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.
4. At the date of the adoption of these Articles the capital of the Company is £100 divided into 100 Ordinary Shares of £1 each. .
- 5.(a) The Directors may subject to Article 6 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by section 80(2) of the Companies Act 1985) of the Company to such persons and generally on such terms and conditions as the Directors think proper.
- (b) The general authority conferred by paragraph (a) of this Article shall be conditional upon due compliance with Article 6 hereof and shall extend to the amount of the authorised share capital of the Company upon its incorporation. The said authority will expire on the First day of May One thousand nine hundred and ninety-one unless renewed, varied or revoked by the Company in general meeting in accordance with the said section 80.
- (c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.
- 6.(a) Subject to any direction to the contrary that may be given by the Company in general meeting all shares authorised pursuant to Article 5 hereof to be allotted shall be offered to the members in proportion to the existing shares held by them and such offer shall be made by notice in writing specifying the number of the shares to which the member is entitled and limiting a time (being not less than 21 days) within which the offer if not accepted will be deemed to have been declined, and after the expiry of such time or upon receipt of

an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may, subject to these Articles, allot or otherwise dispose of the same to such persons and upon such terms as they think most beneficial to the Company. The Directors may in like manner dispose of any such shares as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

- (b) By virtue of section 91(1) of the Companies Act 1985, sections 89(1) and 90(1) to 90(6) inclusive of that Act shall not apply to the Company.
7. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon.
 8. The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share. The first sentence of regulation 24 of Table A shall not apply to the Company.
 9. In accordance with section 372(3) of the Companies Act 1985 in every notice calling a General Meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company. Regulation 38 of Table A shall be modified accordingly and the second sentence of Regulation 59 of Table A shall not apply to the Company.
 10. In regulation 41 of Table A there shall be added at the end: "If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved".
 11. Unless and until the Company in general meeting shall otherwise determine, there shall be no maximum number of Directors and the minimum number of Directors shall be one. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles and by Table A and regulation 89 of Table A shall be modified accordingly. The first Directors of the Company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Companies Act 1985.

12. The Company shall not be subject to section 293 of the Companies Act 1985, and accordingly any person may be appointed or elected as a Director, whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.
13. No person other than a Director retiring by rotation shall be elected a Director at any general meeting unless:-
 - (i) he is recommended by the Directors; or
 - (ii) not less than fourteen or more than thirty-five clear days before the date of the meeting a notice in writing signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election, together with a notice in writing signed by that person of his willingness to be elected.
14. A Director shall not be required to hold any share qualification but shall nevertheless be entitled to receive notice of and to attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Bruce Parsons,
Pine Marten, Rannoch Road, Crowborough, Sussex
Food Technologist

B.P.

Margaret Parsons,
Pine Marten, Rannoch Road, Crowborough, Sussex
Administrator

Margaret U Parsons

DATE THE 25TH DAY OF SEPTEMBER 1986

Witness to the above Signatures:-

Mrs. C.A. Ashplant,
Waterford,
Crowborough Hill,
Crowborough,
Sussex.

C. A. Ashplant.
(Housewife).

G

COMPANIES FORM No. 10

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

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

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

For official use

2067828

Name of company

* insert full name
of company

* FOOD FOR THOUGHT (U.K.) LTD.

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

Pine Marten	
Rannoch Road	
Crowborough	
East Sussex	Postcode TN6 1RB

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

☐

	Postcode

Number of continuation sheets attached (see note 1)

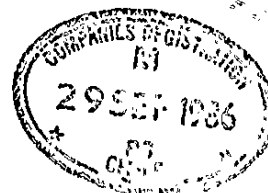
☐

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

B.J. Parsons
Pine Marten
Rannoch Road
Crowborough
East Sussex

For official Use
General Section

Post room



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 (note 2) are as follows:

Please do not write in this margin

Name (note 3)		Business occupation	
Bruce John Parsons		Food Technologist	
Previous name(s) (note 3) None		Nationality	
Address (note 4) Pine Marten		British	
Rannoch Road, Crowborough,		Date of birth (where applicable)	
East Sussex	Postcode	TN6 1RB	
Other directorships †			
Mayhew Foods PLC			
Uckfield			
East Sussex			
I consent to act as director of the company named on page 1			
Signature		Date 25-9-86	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
	Postcode	(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Name (note 3)		Business occupation	
Previous name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable)	
	Postcode	(note 6)	
Other directorships †			
I consent to act as director of the company named on page 1			
Signature		Date	

Please do not
write in
this margin

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

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 3 & 7)		Margaret Mary Parsons	
Previous name(s) (note 3)			
Née Finn			
Address (notes 4 & 7)			
Pine Marten, Rannoch Road,			
Crowborough,			
East Sussex		Postcode	TN6 1RB
I consent to act as secretary of the company named on page 1			
Signature		Date	
Margaret M Parsons		25 September 1986	

Name (notes 3 & 7)			
Previous name(s) (note 3)			
Address (notes 4 & 7)			
		Postcode	
I consent to act as secretary of the company named on page 1			
Signature		Date	

delete if the form is
signed by the
subscribers

Signature of agent on behalf of subscribers	Date
X	X

delete if the form is
signed by an agent on
behalf of the
subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed	Date
M. J. Parsons	25 - Sep 86
Signed	Date
Margaret M Parsons	25 th September 1986
Signed	Date
Signed	Date
Signed	Date

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

225(1)

Please do not write in this margin

Fursuant to section 225(1) of the Companies Act 1985 as amended by Schedule 13 to the Insolvency Act 1986

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

--	--	--	--

2067328

Name of company

* FOOD FOR THOUGHT (UK) LIMITED

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

2	9	0	4
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Day Month Year

2	9	0	4	1	9	8	8
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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

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

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 section 225(6) 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.

Signed

Designation: DIRECTOR

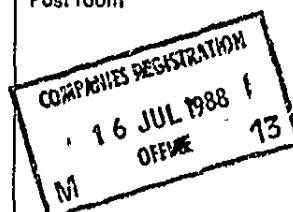
Date 11/7/88

Presenter's name address and reference (if any):

HONEY BARRETT & CO
122/124 HIGH STREET
UCKFIELD
EAST SUSSEX TN22 1PX
REF: U/2/FFT.

For official Use
General Section

Post room



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

* insert full name of company

Note
Please read notes 1 to 4 overleaf before completing this form

† delete as appropriate

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

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 2067828

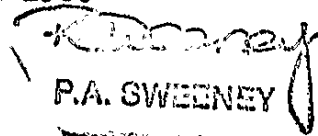
I hereby certify that

FOOD FOR THOUGHT (U.K.) LTD.

is this day incorporated under the Companies Act 1985 as a
private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the

27TH OCTOBER 1986


P.A. SWEENEY

an authorised officer

Number of Company: 2067828 / 10

form No. 50

THE COMPANIES ACTS 1948 TO 1980

[COPY]

special resolution(s)

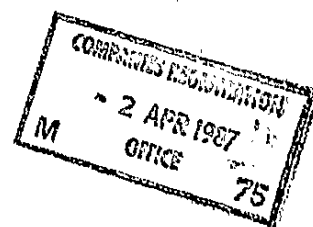
of FOOD FOR THOUGHT (UK) Limited

At an Extraordinary General Meeting of the members of the above-named company, duly convened and held at "PINE MARTEN", RANNOCK ROAD, CROWBOROUGH, EAST SUSSEX.

on the 16TH day of MARCH 1987,

the following SPECIAL RESOLUTION(S) was/were duly passed:—

THAT THE AUTHORISED SHARE CAPITAL BE INCREASED TO £250,000. DIVIDED INTO 250,000 ORDINARY £1 SHARES.



B. J. Jones
(Director)

NOTES:

- (1) This copy Resolution may be continued on the reverse side of this form if necessary and it should be signed by the Chairman of the Meeting OR by a Director OR by the Secretary of the Company whose position should be stated under his name.
- (2) This copy Resolution is required to be filed with the registrar of companies within 15 DAYS after it has been passed and can be sent to Jordan & Sons Ltd. for that purpose.



Printed & Supplied by:—
Jordan & Sons Limited Legal and Information Services, Printers and Publishers,
Jordan House, 47 Brunswick Place, London N1 6EE. Telephone: 01-263 3030 Telex: 261010

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

(adopted by Special Resolution passed on
18th November 1987 and amend by Special Resolution
passed on 29th January 1991)

of

FOOD FOR THOUGHT (UK) LIMITED

Preliminary

1. In these Articles and in Table A:

"the Act" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

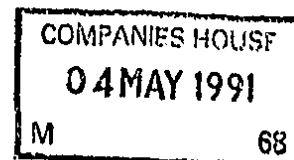
"Table A" means Table A in the Companies (Table A - F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985.

2. (1) The regulations contained in or incorporated in Table A shall apply to the Company save in so far as they are excluded or varied hereby or are inconsistent, herewith and such regulations (save as so excluded varied or inconsistent) and the Articles hereinafter contained shall be the regulations of the Company.

(2) Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

Share Capital

3. The share capital of the Company at the date of the adoption of this Article is £250,000 divided into 35,500 preference shares of £1 each 4,500 "A" ordinary shares of £1 each and 210,000 ordinary shares of £1 each.



The rights attaching to the respective classes of shares shall be as follows:

(1) Income.

The profits of the Company in respect of each financial year shall be applied as follows:

(a) first in paying to the holders of the preference shares a fixed cumulative preferential net cash dividend (hereinafter in these Articles referred to as "the Preference Dividend") of 11 pence per annum on each share. The Preference Dividend shall accrue from the date of subscription and shall be payable by two equal payments on 30th April 1989 and 31st October 1989 for the period to 30th April 1989. Thereafter the Preference Dividend shall be payable on 30th April in each year

(b) second in paying to the holders of the "A" ordinary shares as a class in respect of each financial year of the Company a cumulative preferential net cash dividend (hereinafter in these Articles referred to as "the Participating Dividend") of a sum equal to 4% of the Net Profit (calculated as hereinafter provided) of the Company and its subsidiaries for the relevant financial year. The Participating Dividend (if any) shall be paid not later than six months after the end of each successive accounting reference period of the Company or not later than 14 days after the annual general meeting at which the audited accounts of the Company for the relevant financial year are presented, whichever is earlier.

For the purpose of calculating the Participating Dividend, the expression "Net Profit" shall mean the net profit of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year (to the nearest £1):

(i) before any payment or provision is made for any dividend on any share in the capital of the Company or

any of its subsidiaries or for any other distribution or for the transfer of any sum to reserve and before charging or crediting extra-ordinary items;

(ii) before deducting any corporation tax (or any other tax levied upon or measured by reference to profits or gains) on the profits earned and gains realised by the Company and its subsidiaries;

(iii) before deducting any sum in excess of £50,000 in the aggregate in respect of emoluments (including amounts referred to in paragraph 22(3) of Schedule 5 of the Act) payable to the Company's and any subsidiary's directors and former directors where such directors are interested in shares in the Company and their connected persons (as defined by Section 533 Income and Corporation Taxes Act 1970) such sum to be adjusted annually on 31st December each year commencing on 31st December 1988 by a percentage equal to the percentage increase in the average earnings index published by the Government to 30th November in the year in question from the 30th November in the previous year.

Any remaining profits which the Company determines to distribute in any financial year shall be applied as follows:

(i) first in paying to the holders of the ordinary shares a dividend for such year on each share of an amount equal to the amount of dividend paid in respect of that financial year on each "A" ordinary share;

(ii) second in distributing the balance of the profits amongst the holders of the "A" ordinary and ordinary shares (pari passu as if the same constituted one class of share).

Every dividend shall be distributed to the appropriate shareholders pro-rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis.

Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Preference Dividend and the Participating Dividend shall (notwithstanding regulations 102 to 108 inclusive contained in Table A or any other provision of these Articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any other dividend provided that if due to delays in the preparation of the audited accounts of the Company the Participating Dividend cannot be calculated by the date it is due for payment then there shall be paid forthwith an interim dividend in respect of the Participating Dividend of a sum equal to the last Participating Dividend payable.

(2) Capital.

On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows:

(a) first in paying to the holders of the preference shares the subscription price per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the preference shares calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not;

(b) second in paying to the holders of the "A" ordinary shares the subscription price per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the "A" ordinary shares calculated down to the date of the return of capital and payable whether such dividend has been declared or earned or not;

(c) third in paying to the holders of ordinary shares per share a sum equal to the amount of capital paid on each "A" ordinary share; and

(d) the balance of such assets shall be distributed amongst the holders of the "A" ordinary shares and ordinary shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the "A" ordinary shares and ordinary shares held by them respectively.

(3) Conversion.

The holders of the "A" ordinary shares may at any time convert the whole of their "A" ordinary shares into a like number of ordinary shares and the following provisions shall have effect:

(a) the conversion shall be effected by notice in writing given to the Company signed by the holders of a 75% majority of the "A" ordinary shares and the conversion shall take effect immediately upon the date of delivery of such notice to the Company;

(b) forthwith thereafter the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of "A" ordinary shares and the Company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;

(c) the ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the remaining ordinary shares in the capital of the Company;

(d) on the date of conversion the Company shall pay a dividend to the holders of the "A" ordinary shares of a sum equal to any arrears, deficiency or accruals of the dividends on the "A" ordinary shares calculated on a daily basis to the date of conversion and the Participating Dividend shall be calculated pro rata according to the profits of the Company and its subsidiaries for the relevant financial year down to the date of such conversion such profits to be calculated by

the Company on a basis acceptable to the holders of the "A" ordinary shares.

(4) Redemption.

(a) Subject to the provisions of the Act the preference shares shall be redeemed in the proportions and on the dates set out below:

<u>Redemption Date</u>	<u>Number of shares redeemable</u>
30th April 1989	15,000
30th April 1990	20,500

(b) Each registered holder of preference shares shall surrender to the Company on or before the dates so fixed the certificate for his shares which are to be redeemed in order that they may be cancelled, and upon such cancellation the Company shall pay to such holder the amount payable in respect of such redemption provided that if any certificate so surrendered includes any shares not redeemable at that time the Company shall issue a fresh certificate for the balance of the shares not redeemable to the holder. If there is more than one holder of preference shares, on each occasion on which preference shares are redeemed the proportion of each such holder's preference shares to be redeemed shall be that proportion which each such holder's preference shares bears to the total number of preference shares then in issue.

(c) The Company shall pay on each of the preference shares so redeemed the sum of £1 together with a sum equal to any arrears, deficiency or accruals of the cumulative dividends thereon calculated to the date of redemption whether such dividends have been declared or earned or not and the cumulative dividends thereon shall cease to accrue from that date unless upon surrender of the certificate for such shares payment of the redemption moneys shall be refused.

Class Rights

4. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of a 75% majority of the issued shares of that class. Without prejudice to the generality of this Article, the special rights attached to the preference shares and "A" ordinary shares shall be deemed to be varied:

(1) by any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company or of any of its subsidiaries, or by any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries; or

(2) by the sale of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof; or

(3) by the disposal of any share in the capital of any subsidiary of the Company; or

(4) by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges; or

(5) by the application by way of capitalisation of any sum in or towards paying up any debenture or debenture stock of the Company; or

(6) by the calling of a meeting of the Company for the purpose of considering a resolution for the winding up of the Company; or

(7) by the calling of a meeting of the Company for the purpose of considering a resolution to approve a contract by the Company to purchase any of its shares; or

(8) by the entering into of a service agreement with any director or the variation of any existing service agreement with a director of the Company; or

(9) by the calling of a meeting of the Company for the purpose of considering a resolution for amending the memorandum or articles of association of the Company.

Further Issue of Shares

5. (1) Notwithstanding any other provisions of these Articles of Association the directors shall be bound to offer to any member of the 3i Group (as hereinafter defined) for the time being holding shares in the capital of the Company such a proportion of any shares forming part of the equity share capital of the Company which the directors determine to issue as the aggregate nominal value of shares in the equity share capital of the Company for the time being held by such member of the 3i Group bears to the total issued equity share capital of the Company immediately before the issue of the shares. Any shares issued to a member of the 3i Group pursuant to such offer shall be issued upon no less favourable terms and conditions than those issued to any other person and so that such shares shall at the request of 3i be registered in the name or names of any one or more members of the 3i Group.

(2) For the purposes of these Articles of Association the expressions "3i" shall mean Investors in Industry PLC (a subsidiary of Investors in Industry Group PLC) and "a member of the 3i Group" shall mean Investors in Industry Group PLC, 3i and any other subsidiary of Investors in Industry Group PLC.

Lien

6. The lien conferred by Regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

Calls

7. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of

Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment."

Transfer of Shares

8. (1) The directors shall refuse to register any transfer of shares made in contravention of the provisions of Article 9 but shall not be entitled to refuse to register any transfer of shares made under Article 10 or any transfer to which the consent in writing of all the members for the time being is given.

(2) Subject to Article 11 any member may during his lifetime transfer or by will bequeath or otherwise dispose of on death any shares to or to trustees for the spouse or any child or remoter issue (including a child by adoption) of such member.

9. (1) 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 ("Transfer Notice"). 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 Sale Shares") in one or more lots at the discretion of the directors to all the members of the Company other than the Vendor at a price to be agreed upon by the Vendor and the directors or in the case of difference at the price which a chartered accountant (acting as an expert and not as an arbitrator) nominated by agreement between the Vendor and the Company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales shall by writing under his hand certify to be in his opinion a fair value thereof on a going concern basis as between a willing seller and a willing buyer and ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest. 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 sold and any such provision shall be binding on the Company.

(2) If a chartered accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and

as 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 10 days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case the Vendor shall bear the said cost.

'3) Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith offer the Sale Shares to all members (other than the Vendor) pro-rata as nearly as may be in proportion to the existing numbers of shares held by such members giving details of the number and price (being the fair value) of such Sale Shares. The Company shall invite each such member as aforesaid to state in writing within 21 days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase. If at the expiration of the said period of 21 days there are any Sale Shares offered which any of the members hereinbefore mentioned has not so stated their willingness to purchase the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them pro-rata as nearly as may be in proportion to existing numbers of shares (excluding any Sale Shares) then held by them which offer shall remain open for a further period of 21 days.

(4) If the Company shall pursuant to the above provisions of this Article find a member or members of the Company willing to purchase all or any of the Sale Shares the Vendor shall be bound upon receipt of the fair value to transfer the Sale Shares (or such of the same to which the Company shall have found a purchaser or purchasers) to such persons and if the Vendor shall make default in so doing the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of

the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid.

(5) If the directors shall not have found a member or members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this Article the Vendor shall at any time within six months after the final offer by the Company to its members be at liberty to sell and transfer such of the Sale Shares as have not been so sold to any person at a price being no less than the fair value.

10. (1) Notwithstanding any other provisions of these Articles a transfer of any shares in the Company held by any member of the 3i Group may be made between the member in the 3i Group holding such shares and any other member in the 3i Group without restriction as to price or otherwise and any such transfer shall be registered by the directors.

(2) (a) Where any shares in the Company are issued to or registered in the name of a person other than Bruce John Parsons and Margaret Mary Parsons ("Mr. and Mrs. Parsons") who is employed in a full-time capacity by the Company ("an Employee Shareholder") the provisions of this Article shall apply notwithstanding any other provisions of these Articles.

(b) If an Employee Shareholder ceases to be employed in a full-time capacity by the Company for whatever reason he shall be deemed to have given a Transfer Notice to the Company in respect of all shares in the Company registered in his name with effect from the date when he ceased to be so employed ("the Relevant Date") and thereafter the provisions of Article 9 shall apply but with the following alterations and amendments:

(i) In Article 9 the words "all the members of the Company other than the Vendor" to be deleted and replaced by "Mr. and Mrs. Parsons or the survivor of them" and thereafter all references in such Article to all members of the Company to be deemed to be references to Mr. and Mrs. Parsons or the survivor of them.

(ii) In Article 9(A) the word "ignoring" to be deleted and replaced by "taking into account".

(iii) The provisions of Article 9(B) giving the Vendor the right to cancel a Transfer Notice to be deleted.

If both Mr. and Mrs. Parsons have ceased to be shareholders in the Company at the Relevant Date the provisions of this Article shall apply with the exception of sub-paragraphs (i) and (ii) above and paragraph (c) below.

(c) If neither Mr. nor Mrs. Parsons shall have given notice of his or her willingness to purchase the shares comprised in a Transfer Notice given by an Employee Shareholder within the period specified in Article 9(C) the directors shall thereupon offer the shares comprised in such Transfer Notice in accordance with the provisions of Article 9(A) (meaning for the avoidance of doubt such Article without the amendments set out in paragraph (b) of this Article).

(d) The provisions of Article 8(B) shall not apply to an Employee Shareholder.

Limitation on transfer of control

11. (1) No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the previous written consent of 75% majorities of the holders of the "A" ordinary shares and the holders of the ordinary shares respectively if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company:

(a) by a person or persons (other than a company to which paragraph (2) below applies) who was or were not a member or members of the Company on the date this Article was adopted as an article of association of the Company unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the "A" ordinary shares at the

Specified Price (as hereinafter defined) and all the preference shares at a price per share of at least £1 plus a sum equal to any arrears deficiency or accruals of the dividends on each such preference share calculated down to the date of sale or transfer; or

(b) by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the April 1985 Edition of the City Code on Takeovers and Mergers) with any member of the Company has or as a result of such sale or transfer will have a Controlling Interest:

(2) For the purpose of this Article:

(a) the expression "a Controlling Interest" shall mean an interest (within the meaning of Schedule 13 Part I and Section 324 of the Act) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company;

(b) the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renounce under any such letter of allotment; and

(c) the expression "the Specified Price" shall mean the higher of:

(i) a price per share of £1 plus a sum equal to any arrears, deficiency or accruals of the dividends on such share calculated down to the date of sale or transfer; and

(ii) a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance

of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such other shares provided that if any part of the price per share is payable otherwise than by cash the holders of the "A" ordinary shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;

and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding;

(3) All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article.

Voting

12. Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles of Association, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder. Provided that the holders of the preference shares shall be entitled to receive notice of all general meetings but shall not be entitled to attend or vote at any general meeting.

Appointment of Directors

13. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director.

14. Notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

15. Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:

(1) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

(2) may be a director or other officer of or employed or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

(3) may or any firm or Company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;

(4) shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

(5) shall be entitled to vote and be counted in the quorum on any matter concerning paragraphs (1) to (4) above

For the purpose of this Article:

(1) a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a

specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

(2) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

(3) an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when this Article becomes binding on the Company) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

Special Director

16. Notwithstanding any other provisions of these Articles 3i shall be entitled to appoint as a director of the Company any person (herein referred to as "a Special Director") approved by the directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. The remuneration and reasonable expenses to be paid to a Special Director shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such reasonable sum as shall be fixed by 3i.

Upon request by 3i the Company shall also procure that a Special Director be appointed a director to any subsidiary of the Company.

Directors' Borrowing Powers

17. Subject as hereinafter provided the directors may exercise all the powers of the Company (whether express or implied):

(1) of borrowing or securing the payment of money;

(2) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts; and

(3) of mortgaging or charging the property assets and uncalled capital of the Company and (subject to Section 80 of the Act) of issuing debentures

but so that:

(1) the directors of the Company shall procure that the aggregate amounts for the time being remaining undischarged by virtue of any of the foregoing operations and by virtue of any like operations by any subsidiary of the Company (including any liability (whether ascertained or contingent) under any guarantee for the time being in force but excluding inter-company loans, mortgages and charges) shall not without the previous sanction of the "A" ordinary shareholders and preference shareholders exceed a sum which is equal to twice the aggregate of the nominal amount of the share capital of the Company for the time being issued and paid up or credited as paid up and the amounts for the time being standing to the credit of the capital and revenue reserves and the share premium account of the Company and all its subsidiaries (excluding any amounts arising from the writing up of the book values of any capital assets any amounts attributable to goodwill and minority interests and any amounts set aside for future taxation) and all outstanding loans made to the Company by its directors all as shown by the then latest audited consolidated balance sheet of the Company;

(2) no such sanction shall be required to the borrowing of any sum of money intended to be applied in the repayment (with or without premium) of any moneys then already borrowed and outstanding, notwithstanding that the same may result in such limit being exceeded;

(3) no lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed has been or was thereby exceeded;

(4) except with the previous sanction of the holders of the "A" ordinary shares and the preference shares no mortgage or charge shall be created on any part of the undertaking property or assets of the Company or any subsidiary of the Company except for the purpose of securing moneys borrowed from any member of the 3i Group with interest thereon and from bankers with interest thereon and bank charges.

Indemnity

18. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or 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 the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

1st May 1991

236/013/hp

Number of Company:

form No. 50

THE COMPANIES ACTS 1948 TO 1980

[COPY]

special resolution(s)

of..... FOOD FOR THOUGHT (UK) Limited

At an Extraordinary General Meeting of the members of the above-named company, duly convened and held at HORSTED KEYNES INDUSTRIAL PARK, ONDER HILL, HORSTED KEYNES on the TWENTY - NINTH day of JANUARY 1991, the following SPECIAL RESOLUTION(S) was/were duly passed: -

SEE ATTACHED AMENDMENT TO ARTICLES
OF ASSOCIATION.



.....
DIRECTOR

NOTES:

- (1) This copy Resolution may be continued on the reverse side of this form if necessary and it should be signed by the Chairman of the Meeting OR by a Director OR by the Secretary of the Company whose position should be stated under his name.
- (2) This copy Resolution is required to be filed with the registrar of companies within 15 DAYS after it has been passed and can be sent to Jordan & Sons Ltd. for that purpose.



Printed & Supplied by -
Jordan & Sons Limited Legal and Information Services, Printers and Publishers,
Jordan House, 47 Brunswick Place, London N1 5PE. Telephone: 01 253 3030 Telex 261010

RESOLUTION

That the Articles of Association of the Company be amended by inserting the following new Article 10(A) following Article 10 thereof:

"10. (A) (i) Where any shares in the Company are issued to or registered in the name of a person other than Bruce John Parsons and Margaret Mary Parsons ("Mr. and Mrs. Parsons") who is employed in a full-time capacity by the Company ("an Employee Shareholder") the provisions of this Article shall apply notwithstanding any other provisions of these Articles.

(ii) If an Employee Shareholder ceases to be employed in a full-time capacity by the Company for whatever reason he shall be deemed to have given a Transfer Notice to the Company in respect of all shares in the Company registered in his name with effect from the date when he ceased to be so employed ("the Relevant Date") and thereafter the provisions of Article 9 shall apply but with the following alterations and amendments:

(a) In Article 9 the words "all the members of the Company other than the Vendor" to be deleted and replaced by "Mr. and Mrs. Parsons or the survivor of them" and thereafter all references in such Article to all members of the Company to be deemed to be references to Mr. and Mrs. Parsons or the survivor of them.

(b) In Article 9(A) the word "ignoring" to be deleted and replaced by "taking into account".

(c) The provisions of Article 9(B) giving the Vendor the right to cancel a Transfer Notice to be deleted.

If both Mr. and Mrs. Parsons have ceased to be shareholders in the Company at the Relevant Date the

provisions of this Article shall apply with the exception of sub-paragraphs (a) and (b) above and paragraph (iii) below.

(iii) If neither Mr. nor Mrs. Parsons shall have given notice of his or her willingness to purchase the shares comprised in a Transfer Notice given by an Employee Shareholder within the period specified in Article 9(C) the Directors shall thereupon offer the shares comprised in such Transfer Notice in accordance with the provisions of Article 9(A) (meaning for the avoidance of doubt such Article without the amendments set out in paragraph (ii) of this Article).

(iv) The provisions of Article 8(B) shall not apply to an Employee Shareholder."

By Order of the Board

G

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

2067828

Name of company

* FOOD FOR THOUGHT (UK) LTD

* insert full name of company

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

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

3 0 0 9

Nearest Friday

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

3 0 0 9 1 9 9 3

† delete as appropriate

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

_____, company number _____

the accounting reference date of which is _____

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.

6. Signed _____ Designation† Secretary Date 12-11-92

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

For official use
D.E.B.

Post room

COMPANIES HOUSE
18 NOV 1992
5

