



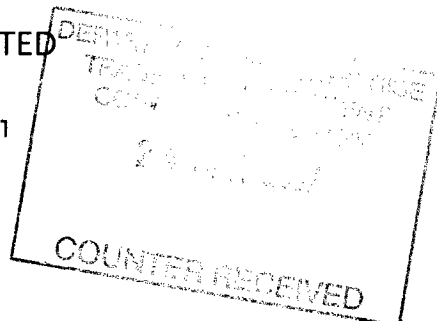
ARTICLE 389A COMPANIES (NORTHERN IRELAND) ORDER 1986

CLARENDON AGRICARE LIMITED

Company number NI 035481

(the Company)

WRITTEN RESOLUTION



The members of the Company hereby note that a statutory declaration in Form 165(6)A sworn by the directors of the Company, together with a report of the auditors of the Company, was made available to each of them for inspection prior to the passing of the undernoted resolutions.

We, the undersigned, being all the members of the Company for the time being entitled to receive notice of, attend and vote at general meetings of the Company, hereby unanimously pass the following resolutions as Special Resolutions of the Company and agree that they shall for all purposes be as valid and effective as if they had been passed at a general meeting of the Company duly convened and held.

IT IS RESOLVED: -

1. That the provisions of the Memorandum of Association of the Company with respect of its objects be and are hereby altered by inserting immediately after clause 3(1) the following new clause as 3(1)(A):

3(1)(A) To promote the interests of NiAgro Limited (Company No NI 060917) and any other company which is for the time being the subsidiary, holding company or subsidiary of any holding company of the Company, in any manner whatever, and in particular by paying or discharging the liabilities thereof or giving any undertaking to do so, by giving any indemnity or guarantee in respect of such liabilities and by giving any security or charge for any such indemnity or guarantee or for the payment of money or performance of obligations by any such company as aforesaid, either with or without consideration and whether or not any benefit flows to the Company other than the promotion of such interests as aforesaid to the intent

that the promotion of the interests of NiAgro Limited shall be an object and not a power of the Company.

2. That the provisions of the Memorandum of Association of the Company with respect of its objects be and are hereby altered by inserting immediately after clause 3(11) the following new clause as 3(11)(A): -

'3(11)(A) Except insofar as prohibited by Article 161 of the Companies (Northern Ireland) Order 1986 (the 'Order'), to give, directly or indirectly, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company, financial assistance of any kind (including but not limited to financial assistance within the meaning of Article 162(1) of the Order) to any person or company in any manner on any terms and for any purposes whatsoever and in particular (without derogation from the generality of the foregoing) to give financial assistance for the purpose of or in connection with the purchase of or subscription for securities in the capital of the Company or any holding company, subsidiary or wholly owned subsidiary (as defined in Article 4 Part I of the Order (as amended by Article 62 Part IV of the Company (No.2) (NI) Order 1990) of the Company be made by any person or company.'

3. THAT the following Article entitled "6A" be inserted immediately after Article 6 of the Company's Articles of Association

"6A Notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:-

- (a) is to any bank, institution or company to which such shares have been charged by way of security, (a "Secured Institution") or to any nominee of such Secured Institution; or
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
- (c) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security;

and furthermore notwithstanding anything to the contrary contained in these Articles no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not."

4. That:-

- (i) In connection with the acquisition (the Acquisition) by NiAgro Limited (the Purchaser) of the entire issued share capital of the Company (the Shares) from Greencore UK Holdings plc (the Seller); and
- (ii) In pursuance of an offer of facilities set out in a facility letter dated 4 January 2007 from Ulster Bank Limited (the Bank) (1) to the Purchaser (2) (the Facility Letter), comprising a loan of £550,000.00 sterling and invoice discounting facility of £750,000.00 (the Facilities) which has enabled the Purchaser to purchase the Shares;
- (iii) As a condition of the provision by the Bank of the Facilities pursuant to the terms of the Facility Letter; and
- (iv) In connection with the provision of a guarantee and a debenture by the Company in respect of the obligations of the Purchaser to the Seller under a loan note instrument of today's date creating £100,000 of 7% fixed rate guaranteed loan notes (the Loan Note Instrument);

the Company be and is hereby authorised to give financial assistance by executing the following:-

- (i) a guarantee (the Guarantee) under which the Company guarantees the Bank in respect of the Facilities owing from time to time to the Bank by the Purchaser;

- (ii) a mortgage debenture between the Bank (1) and the Company (2) incorporating a fixed and floating charge over all the Company's assets (the Bank's Debenture);
- (iii) an invoice discounting agreement between the Bank (1) and the Company (2) (the Agreement);
- (iv) an assignment of keyman life assurance policies between the Company (1) and the Bank (2) (the Assignment);
- (v) the Loan Note Instrument; and
- (vi) a debenture between the Seller (1) and the Company (2) incorporating a fixed and floating charge over all the Company's assets (the Seller's Debenture);

that the creation of such Guarantee, Bank's Debenture, Assignment, Agreement, Loan Note Instrument and Seller's Debenture is hereby constituted one of the main objects of the Company and that the Memorandum and Articles of Association of the Company are hereby amended accordingly to give full effect hereto.

5. That any act done or document executed pursuant to the foregoing Resolution 4 shall be valid, effective and binding upon the Company notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Articles of Association (any such limitation being hereby suspended, waived, relaxed, or abrogated to the extent requisite to give effect to the foregoing resolution).
6. That in pursuance thereof and notwithstanding any personal interest, the board of directors of the Company be and it is specifically empowered, authorised and directed to give effect thereto.
7. THAT notwithstanding that the entering into and granting of certain of the Documents would constitute financial assistance within the meaning of Articles 161 to 168 (inclusive) of the Order the Company is receiving full and fair consideration for the obligations it is undertaking in accordance with

the terms thereof, and accordingly, such entry and granting, and the giving of such financial assistance, is in the best interests of the Company

Signed:

**CLIVE COFFEY**

Director

For and on behalf of

**NIAGRO LIMITED**

as Attorney for

Greencore UK Holdings PLC



Dated: 17 April 2007

Signed:

**KIERAN DONOHOE**

Director

For and on behalf of

**NIAGRO LIMITED**

as Attorney for

Greencore UK Holdings PLC



Dated: 17 April 2007

**Note:**

Under the Companies (Northern Ireland) Order 1986 (as amended) the directors and secretary of the Company should send a copy of this resolution to the Company's auditors or otherwise notify them of its contents at or before the time that it is sent to any member for signature. A failure to do this does not affect the validity of the resolution but it is a criminal offence punishable with a fine.