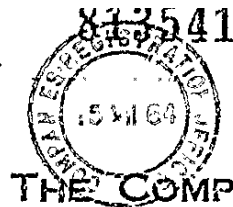
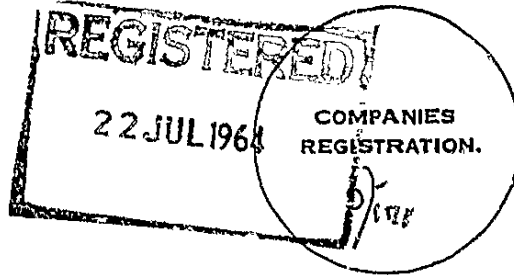


NO. OF COMPANY



IC.F. 411



A 5/-
Companies
Registration
Fee Stamp
must be
impressed
here.

Declaration of Compliance with the requirements of the Companies Act, 1948, on application for Registration of a Company.

Pursuant to Section 15 (2)

(SEE FOOTNOTE OVERLEAF.)

NAME OF

COMPANY

CREDITON MINING COMPANY LIMITED.

CAT. No. C.F.41.

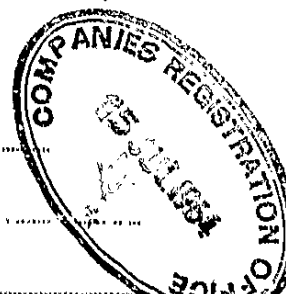
CS11 JS164(J) L

**JORDAN & SONS,
LIMITED**

Company Registration Agents, Printers and Publishers

116, Chancery Lane, W.C.2, and 13, Broad Street Place, E.C.2

Presented by



I, DAVID ST. CLAIR LORGAN

of 116 CHANCERY LANE, LONDON E.C.2.

DO solemnly and sincerely declare that I am (a) [a Solicitor of the Supreme Court engaged in the formation] [~~a person named in the Articles of Association as a Director/Secretary~~],

of

CREDITON MILLING COMPANY LIMITED,

And that all the requirements of the Companies Act, 1948, in respect of matters precedent to the registration of the said Company and incidental thereto have been complied with, And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at CLIFFORDS INN

IN THE CITY OF LONDON

the 15th day of July

One thousand nine hundred and sixty four

before me,

[Signature]
A Commissioner for Oaths (b)

[Signature: David St. Clair Lorgan]

NOTE.

Section 15 of The Companies Act, 1948.

15.—(1) A Certificate of Incorporation given by the Registrar in respect of any Association shall be conclusive evidence that all the requirements of this Act in respect of registration and of matters precedent and incidental thereto have been complied with, and that the Association is a Company authorised to be registered and duly registered under this Act.

(2) A Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor engaged in the formation of the Company, or by a person named in the Articles as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

(a) Delete words not required.

(b) or Notary Public or Justice of the Peace.

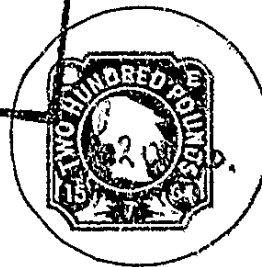
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NO. OF COMPANY.....

813541

22 JUL 1964

COMPANY HAVING A SHARE CAPITAL.



Inland
Revenue
Duty Stamp
to be
impressed
here,

NAME OF

COMPANY.....

CREDITON MILLING COMPANY LIMITED.

Statement of the Nominal Capital

made pursuant to Section 112 of the Stamp Act, 1891.

(NOTE.—The stamp duty on the Nominal Capital is Ten shillings for every £100 or fraction of £100—Section 41, Finance Act, 1933.)

The Nominal Capital of the above-named Company is £40,000.

Signature.....

George A. Jordan

Date.....

14th JULY 1964

Description.....

Subscribed

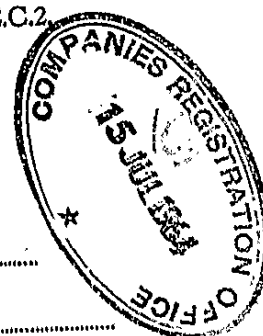
This Statement is to be filed with the Memorandum of Association, or other Document, when the Company is registered.

CAT. NO. C.A. 25.

JORDAN & SONS,
LIMITED

Company Registration Agents, Printers & Publishers,
116, Chancery Lane, W.C.2 and 13, Broad Street Place, E.C.2.

Presented for registration by



This margin is reserved for binding, and must not be written across.



The Companies Act, 1948

813541

COMPANY LIMITED BY SHARES



Memorandum of Association

OF

CREDITON MILLING COMPANY LIMITED

1. The name of the Company is "CREDITON MILLING COMPANY LIMITED".
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-
 - (1) (A) To set up, establish and carry on the trade or trades business or businesses of manufacturers of and merchants and dealers in animal foods and ingredients therefor, veterinary medicines, pharmaceutical, preparations, chemicals, vitamins, vitamin preparations, and all kinds of foods for human consumption and ingredients therefor and in particular of and in the embryo of cereals, flour millers and manufacturers, corn factors, seed merchants and millers, warehousemen, wharfingers, bakers, biscuit and cake manufacturers, confectioners, seed crushers, oil boilers and refiners, farmers, graziers, and dealers and merchants in salts, fats, fertilisers, manures, minerals and preservatives, malt, yeast and food of all kinds.
 - (B) To buy, sell, import, retail, barter, exchange, pledge, make advances on, manufacture, treat, bake or otherwise deal in all the substances, products and things mentioned or described in sub-clause (A) above, and any other substances, products and things capable of being used or dealt with in any of the said trade or trades, business or businesses.
 - (C) To purchase or otherwise acquire and when so acquired to breed animals and birds and in particular rats, pigeons and chickens for the purposes of research, work and to sell and deal in such animals and birds and to acquire, operate and maintain any establishment for this purpose.
 - (D) To set up, establish and equip laboratories for research work or for testing purposes and to contribute towards the establishment and maintenance of any laboratory or laboratories engaged or intended to be engaged in any scientific work which may be of interest, use of benefit to the Company.
- To carry on business as merchant bankers and the business of banking in all its branches.
- (F) To act as agents or brokers and as trustees for any person firm or company, and to undertake and perform sub-contracts, and also to act by or in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.



And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this Clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects to any other paragraph or the order in which the same occur.

- (2) To carry on or acquire any businesses similar to the businesses above mentioned or which may be conveniently or advantageously carried on or combined with them, or may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (3) To purchase or sell, take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold, or dispose of any estate or interest in any lands, buildings, easements, concessions, machinery, plant, stock in trade, goodwill, trade marks, designs, patterns, patents, copyright or licences, or any other real or personal property or any right, privilege, option, estate or interest.
- (4) To sell, lease, let on hire, improve, manage, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the property and rights and undertakings of the Company for such consideration as the Company may think fit.
- (5) To erect, build, construct, alter, improve, remove, enlarge, maintain, manage, control or work any railways, tramways, roads, canals, docks, locks, wharves, stores, buildings, shops, factories, works, mills, plant or machinery necessary for the Company's business, or to join with others in doing any of the things aforesaid.
- (6) To borrow or raise money for the purposes of the Company and for that purpose to mortgage or otherwise charge the whole or any part of the Company's undertaking, property and assets including the uncalled Capital of the Company.
- (7) To remunerate any person, firm or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the Shares in the Company's Capital or any Debentures, Debenture Stock or other Securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (8) Upon the issue of any Shares to employ brokers and agents and to pay underwriting commission to or otherwise remunerate by Shares or options to take Shares, or by Debentures, Debenture Stock or other Securities, persons subscribing for Shares or procuring subscriptions for Shares.
- (9) To accept, draw, make, execute, discount and endorse bills of exchange, promissory notes, or other negotiable instruments.
- (10) To apply for and take out, purchase or otherwise acquire any trade marks, designs, patterns, patents, patent rights, inventions, or secret processes which may be useful for the Company's objects, and to grant licences to use the same.

- (11) To pay all the costs, charges and expenses preliminary and incidental to the promotion, formation establishment and incorporation of the Company.
- (12) To cause the Company to be registered or otherwise incorporated in any Colony, Dependence or Foreign State where the Company's operations are carried on in accordance with the laws of such Colony, Dependency or Foreign State.
- (13) To establish or promote any company for the purpose of acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (14) To acquire and undertake the whole or any part of the assets and/or liabilities of any person, firm or Company carrying on any business of a nature similar to that which this Company is authorised to carry on.
- (15) To amalgamate with any company having objects similar to those of this Company.
- (16) To sell, dispose of the whole undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for Shares, Debentures or Securities of any other Company having objects altogether or in part similar to those of this Company.
- (17) To. subscribe or guarantee money for any charitable, benevolent, educational or social objects, or for any exhibition, or for any public, general or useful object which the Directors may think desirable or advantageous to the Company.
- (18) To establish and support, or to aid in the establishment and support of, any club, institution or organisation calculated to benefit persons employed by the Company or having dealings with the Company.
- (19) To invest the moneys of the Company not immediately required upon such securities and in such manner as the Directors may from time to time determine.
- (20) Subject to the provisions of Section 54 of the Companies Act, 1948, to lend and advance money to such persons, firms or companies, and on such terms as may seem expedient and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by such persons, firms or companies.
- (21) To enter into partnership or into any arrangement for sharing profits, union of interest, cooperation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money to guarantee the contracts of, or otherwise assist any such person or company.

- 4
- (22) To take, or otherwise acquire, and hold shares, debentures, debenture stock or other securities in any other Company having objects altogether or in part similar to those of this Company, or carrying on any business capable or being conducted so as directly or indirectly to benefit this Company.
 - (23) To grant bonuses, gratuities, pensions or charitable aid to persons employed by the Company.
 - (24) To distribute any of the property of the Company, among its Members in specie.
 - (25) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Members is limited.
5. The Share Capital of the Company is £40,000 divided into 40,000 Shares of £1 each. Any Shares in the original Capital and any new Shares may be divided into different classes and may be issued with any special rights, preferences, conditions or disqualifications as regards Dividends, Capital, Voting, or other matters attached thereto, as may be provided by the Company's Articles of Association for the time being, provided always that no such special rights, preferences, conditions, or disqualifications so attached shall be altered, effected or interfered with except in the manner provided in Regulation 4 of Part 1 of Table A in the First Schedule to the Companies Act, 1948.

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.	No. of Shares taken by each Subscriber.
<p><i>George A. Gordon</i> <i>116 Chancery Lane.</i> <i>London W.C.2.</i> <i>Assistant Manager.</i></p> <p><i>W. J. Keen</i> <i>116 Chancery Lane</i> <i>London W.C.2</i> <i>Assistant Manager</i></p>	<p><i>One</i></p> <p><i>One</i></p>
TOTAL SHARES TAKEN.	<i>Two</i>

Dated this *14th* day of *JULY* 19 *64*

Witness to the above Signatures :-

W. J. Keen
116 Chancery Lane,
London, W.C.2

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

CREDITON MILLING COMPANY LIMITED

This is a Company without Articles of Association and accordingly the requirements contained in Part II of Table A in the First Schedule to The Companies Act, 1948, shall be the regulations of the Company.

George A. Bondy
[Signature] } Subscribers
to the
Memorandum

Dated the 14th JULY 1964. (C)

DUPLICATE FOR THE FILE.

No. 813541



Certificate of Incorporation

I Hereby Certify that

CREDITON MILLING COMPANY LIMITED

is this day incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this TWENTY-SECOND DAY OF JULY
ONE THOUSAND NINE HUNDRED AND SIXTY FOUR.

L.S. Winsfield.

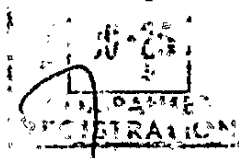
Assistant Registrar of Companies.

Certificate
received by



Date

Number of Company: 213541



THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.

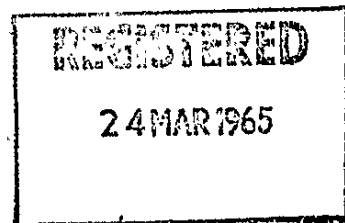
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SPECIAL RESOLUTION
(Pursuant to The Companies Act, 1948, Sections 10 and 141)

of
CREDITON MILLING COMPANY
LIMITED.



Passed the 22nd day of July 1964

At an Extraordinary General Meeting of the above-named
Company, duly convened, and held on the 22nd day of
July 1964, the following SPECIAL RESOLUTION was
duly passed:-

That the new Articles of Association already approved
by this Meeting, and for the purpose of identification
subscribed by the Chairman thereof, be and the same
are hereby adopted as the Articles of Association of
the Company in substitution for, and to the exclusion of,
all the existing Regulations thereof.

George A. Conduway

CHAIRMAN.



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all

COMPANY LIMITED BY SHARES

Articles of Association

OF

CREDITON MILLING COMPANY LIMITED.
(Adopted by Special Resolution passed on the
22nd day of July, 1964)

PRELIMINARY.

1. The following shall be the Articles of the Company.

2. In these Articles:-

"the Act" means the Companies Act, 1948;

"the seal" means the Common Seal of the Company;

"the Secretary" means any person appointed to perform the office of Secretary to the Company;

"the United Kingdom" means Great Britain and Northern Ireland.

"Table A" means Part I of Table A of the First Schedule to the Act;

"Regulations" means the regulations of Table A;

"the Articles" means the Articles of Association of the Company as originally hereby framed, or as altered by special resolution, except that where there is a reference to a number of a clause of the Articles, it shall be deemed to refer to the clause as numbered in the Articles as herein printed, and not in any subsequent alteration to the Articles.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in the Articles shall bear the same meaning as in the Act.

3. The regulations contained in Table A shall apply to the Company, except in so far as the said regulations are hereinafter expressly stated not to apply to the Company. In case of any difference or inconsistency between the provisions of these Articles and the said regulations, the provisions of these Articles shall prevail.

4. Regulation 1 shall not apply.

5. The Company is a private company within the meaning of the Act, and accordingly:-

- (a) The right to transfer Shares is restricted in the manner hereinafter prescribed;
- (b) The number of members of the Company is limited to fifty, exclusive of persons who are in the employment of the Company, and of persons who, having been formerly in the employment of the Company, were while in such employment, and have continued after the determination of such employment to be, members of the Company; provided that where two or more persons hold one or more Shares in the Company jointly, they shall for the purpose of this Clause be treated as a single member;
- (c) Any invitation to the public to subscribe for any Shares or Debentures of the Company is prohibited; but nevertheless an offer or invitation may be made to the members and debenture holders of the Company, subject to the provisions of sub-clause (b) of this Clause, to subscribe for Shares or Debentures of the Company, if such an offer or invitation can properly be regarded as a domestic concern of the persons making and receiving it, whether because it is not calculated to result directly or indirectly in the Shares or Debentures becoming available for subscription or purchase by persons other than those receiving the offer or invitation, or otherwise;
- (d) The Company shall not have the power to issue share Warrants to bearer.

6. The Company may from time to time alter or add to any of these Articles by passing and registering a special resolution in the manner prescribed by the Act. No Member of the Company shall be bound by any alteration made in the Memorandum of Association or in the Articles after the date on which he became a Member, if and so far as the alteration requires him to take or subscribe for more Shares than the number held by him at the date on which the alteration is made, or in any way increases his liability as at that date to contribute to the Share Capital of, or otherwise to pay money to, the Company unless such Member agrees in writing to be bound by the alteration.

7. Regulation 11 shall not apply.

8. The Company shall have a first and paramount lien on every 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 standing registered in the name of a single person 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 Clause. The Company's lien, if any, on a Share shall extend to all dividends payable thereon and shall attach to all Shares whether fully paid or not 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 two or more joint holders.

9. Regulation 24 shall not apply.

10. In the event of the death of any Member (not being one of two or more joint holders) the Directors may at any time within six calendar months from the date on which the legal personal representatives of the deceased Member register with the Company the Grant of Probate of the will or Letters of Administration of the Estate of the deceased Member, call upon the said legal personal representatives to sell the Shares standing in the name of the deceased Member at the fair value thereof as certified by the Auditor for the time being of the Company to the remaining Members of the Company in proportion to their existing shareholdings or in such other proportions as may be determined by the Directors and if the said legal personal representatives do not comply with such call within a period of fourteen days the Company may, at the expiration of such period, receive the purchase money on behalf of the person/s entitled thereto and may authorise some person to execute a transfer of the Shares in favour of each purchaser who shall thereupon be registered as holder of the Shares purchased by him.

11. Subject to Clause 10 of these Articles, if any Member wishes to transfer his Shares, or any of them, the Member wishing to transfer his Shares (hereinafter referred to as "the transferring Member") shall notify his wish to the Directors by sending to them a notice in writing (hereinafter referred to as "a transfer notice") to the effect that he wishes to transfer such Shares. The said transfer notice shall specify the number of Shares which the transferring Member wishes to transfer, and the sum estimated by the transferring Member to be the value of each such Shares. The transferring Member shall not be entitled to revoke a transfer notice without the consent in writing of the Directors.

12. At the termination of six calendar months (or such shorter period as the Directors shall decide) from the date of the receipt of a transfer notice by the Directors, the Directors are authorised to offer for sale the Shares which the transferring Member wishes to transfer at a fair value, to be ascertained as follows:-

- (a) If the Directors shall approve the sum estimated by the transferring Member as the value of the Shares, then such sum shall be the fair value;

- (b) If the Directors, at their discretion, shall not approve the sum estimated as the said value by the transferring Member, they shall request the Auditor of the Company to make, in writing, a valuation of the current value of the said Shares, and the sum thus fixed by the Auditor shall be the fair value;
- (c) If for any reason the Auditor shall refuse to, or for any other reason shall not make the said valuation, the Directors with the consent in writing of the transferring Member, shall request any other person whom they think fit to make the said valuation in the same manner as prescribed in sub-clause (b) of this Clause, and the sum thus fixed by this person shall be the fair value.

13. When the fair value of the Shares which the transferring Member wishes to transfer shall have been fixed in the manner prescribed in Clause 12 of the Articles, the Directors shall cause a notice in writing to be sent to the transferring Member, informing him of the fair value of the Shares, and shall also cause a notice to be sent to every other Member of the Company stating the number and the fair value of the said Shares and shall therein invite each of such Members to give notice in writing within fourteen days whether he is willing to purchase any and if so what maximum number of the said Shares.

14. If by the expiration of fourteen days referred to in Clause 13 of the Articles only one Member (hereinafter referred to as "the purchasing Member") shall have given notice in writing to the Company of his desire to purchase all or some of the Shares which the transferring Member wishes to transfer, the Directors shall inform the transferring Member of the name and address of the purchasing Member and the transferring Member shall complete and execute a transfer of those of the said Shares which the purchasing Member has stated in the said notice that he is willing to purchase to the purchasing Member and shall deliver up the said transfer and the relative Share Certificates to the purchasing Member in exchange for the purchase money. If by the expiration of the said fourteen days two or more Members (hereinafter referred to as "the purchasing Members") shall have given notice in writing to the Company of their desire to purchase all or some of the said Shares, the Directors shall apportion the said Shares amongst the purchasing Members as far as possible in proportion to the number of Shares in the Company already held by them respectively provided that none of the purchasing Members shall be obliged to take more than the maximum number of the said Shares which he has expressed his willingness to take in the said notice. If the number of the purchasing Members exceeds the number of the said Shares, the Directors shall not apportion more than one of the said Shares to any one of the purchasing Members and shall select as the transferees of the said Shares those of the purchasing Members having larger holdings of Shares in the Company in preference to those of the purchasing Members having smaller holdings of Shares in the Company. The Directors shall then inform the transferring Member of the names and addresses of the purchasing Members or of those of them who shall have been selected as transferees by the Directors in accordance

6

with the provisions of this Clause, and the number of Shares to be transferred to each of them; and the transferring Member shall complete and execute transfers to the purchasing Members of those of them selected as transferees as aforesaid of those Shares to be transferred to them under the provisions of this Clause and shall deliver up to the transfers and the relative Share Certificates to the Members to whom he has transferred his Shares, in exchange for the purchase money.

15. Notwithstanding anything in Clause 14 of the Articles, when, under the provisions of the said Clause, the transferring Member has transferred some of the Shares in respect of which a Share Certificate has been issued to one transferee, and other of the Shares in respect of which the same Share Certificate has been issued to one or more other transferees, the transferring Member shall deliver the said Share Certificate and the transfers not to the said transferees, but to the Company, and the Secretary shall retain the said Share Certificate and shall certify on the transfers that the relative Share Certificates for the transferring Member's Shares have been duly lodged in the Registered Office of the Company.

16. If within one calendar month after their making the offer for sale referred to in Clause 12 of the Articles the Directors shall be unable to find a purchaser for all or any of the Shares which the transferring Member wishes to transfer among the Members of the Company, the transferring Member may transfer the said Shares or those thereof which remain unsold under the provisions of Clause 13 of the Articles to any person even though such person is not a Member of the Company and at any price which may be agreed between the transferring Member and the said person; but notwithstanding anything contained in this Clause, the Directors may refuse to register the transfer, and the said person as a Member of the Company, under the provisions of Clause 17 of the Articles and of Regulation 25.

17. The Directors may in their absolute discretion and without assigning any reason therefor refuse to register any transfer of any Share whether or not it is a fully paid up Share.

18. Regulation 44 shall not apply.

19. The Company may from time to time with the sanction of a Special Resolution increase the Capital of the Company by the creation of new Shares such increase to be of such aggregate amount and to be divided into such number of Shares of such respective amounts as the Resolution may prescribe.

20. All Shares for the time being created and unissued shall before issue be offered to such persons as at the date of the offer are entitled to receive notices from the Company of General Meetings of the Company in proportion as nearly as the circumstances admit to the number of the existing Shares which they hold. The offer shall be by notice specifying the number of Shares offered and limiting a

time within which the offer if not accepted will be deemed to be declined. After the expiration of that time or on the receipt of an intimation from any persons to whom the offer is made that he declines to accept all or some of the Shares so offered the Directors shall offer the Shares so declined or not accepted to the persons accepting the said offer in proportion as nearly as circumstances admit to the number of the new Shares at first offered to them.

21. Regulation 53 shall not apply.

22. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as otherwise provided in Regulation 54, two or more Members personally present and holding, or representing by proxy, not less than five per cent. of the issued Share Capital of the Company, shall be a quorum.

23. Subject to the provisions of the Act a resolution in writing signed by all Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held. Such resolution in writing may consist of several documents in the like form each signed by one or more Members (or their duly authorised representatives).

24. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than two nor more than ten.

25. The first Directors of the Company shall be Richard John Roach and Raymond Douglas Mawson Penny.

26. Regulations 75, 79 and 84 (2) shall not apply.

27. (a) Any Director may by writing under his hand appoint (1) any other Director or (2) any other person who is approved by the Board of Directors as hereinafter provided to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all Meetings of the Directors and, in the absence from the Board of Directors appointing him, to attend and vote at Meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him, provided always that no appointment of a person other than a Director shall be operative unless and until the approval of the Board of Directors by a majority of the whole Board shall have been given and entered in the Directors' Minute Book. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid where requisite appoint another person in his place,

and if a Director shall die or cease to hold the office of a Director the appointment of his alternate shall thereupon cease and determine. An alternate Director need not hold a Share qualification and shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at Meetings of Directors for each Director for whom he acts as alternate but he shall count only as one for the purpose of determining whether a quorum present.

(b) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

28. The Directors may at any time require any person whose name is entered in the Register of Members of the Company to furnish them with any information supported if the Directors so require by a statutory declaration which they may consider necessary for the purpose of determining whether or not the Company is an exempt Private Company within the meaning of Section 129 (4) of the Act.

29. A Director may vote and be counted in the quorum at any Meeting of the Directors in respect of any contract or proposed contract or arrangement with the Company whether or not such Director is directly or indirectly interested in any such contract or proposed contract.

30. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and Regulation 86 shall be modified accordingly.

31. Regulations 88 to 93 inclusive shall not apply.

32A. The office of Director shall be vacated if the Director:-

- (a) Ceases to be a Director by virtue of Section 182 of the Act or:-
- (b) Becomes bankrupt, or makes any arrangement or composition with his creditors generally or:-
- (c) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act, or:-
- (d) Becomes of unsound mind, or:-
- (e) Gives to the Directors one calendar month's notice in writing that he resigns his office of Director, in which event the said office shall be vacated at the expiration of such month, or:-

- (f) Shall for more than six calendar months have been absent without permission of the Directors from meetings of the Directors held during that period.

32B. A person otherwise eligible and not excluded by the provisions of any other clause in the Articles may be appointed a Director in the manner provided in the Articles notwithstanding that he is over seventy years of age at the time of his appointment as a Director, and subject to any other provision in the Articles a Director may continue to hold office as a Director notwithstanding that he has reached the age of seventy and no Director shall retire at the conclusion of the first Annual General Meeting after he has reached the age of seventy or at any other time merely because he has reached the age of seventy or any other age. The provisions of Section 185 of the Act shall not apply to the Company at any time whether or not at that time the Company is by statute exempted from those provisions.

33. Regulations 98 and 104 shall not apply.

34. (a) The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. A Director may and the Secretary on the requisition of a Director shall at any time summon a meeting of Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.

(b) A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present.

35. The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purposes of the Company and may secure the sums so raised or borrowed by mortgage of the whole or any part of the property or assets of the Company both present and future including the uncalled Capital of the Company or by the Debentures, Debenture Stock or other securities charged upon the said property or assets of the Company.

36. The Regulations contained in Part II of Table A in the First Schedule to the Act shall not apply.

George A. Bond

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

OF

CREDITON MILLING COMPANY LIMITED

Passed the 2nd day of June, 1971

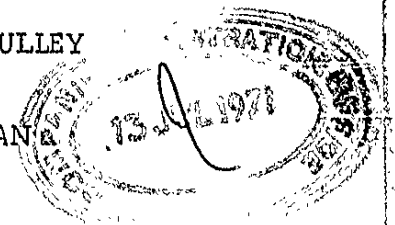
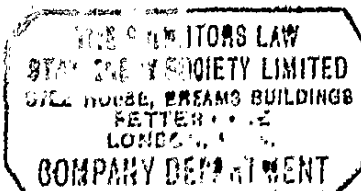
At an Extraordinary General Meeting of the Members of the above-named Company, duly convened and held at The Old Mill House, Fordton, Crediton, Devon, on the 2nd day of June, 1971, the following resolution was duly passed as an ORDINARY RESOLUTION: -

That the Capital of the Company be increased to Fifty Thousand Pounds by the creation of Ten Thousand Ordinary Shares of One Pound each.

H. L. Gulley

H. L. GULLEY

CHAIRMAN



NO. OF COMPANY 513541

[C.F. 10]

THE COMPANIES ACTS, 1948 TO 1967.

Notice of Increase in Nominal Capital.

Pursuant to Section 63

NAME OF COMPANY CREDITON MILLING COMPANY LIMITED.

CAT. No. C.F. 10.
JORDAN & SONS, LIMITED,
7, 8 & 9 Fetter Lane, London E.C.4.
Company Registration Agents

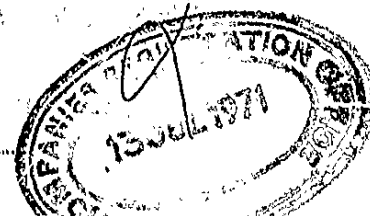
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Presented by

Document Filer's Reference

DP/D

THE MONITORS LTD
STATIONERY SOCIETY LIMITED
Veitay House, PREAMS BUILDINGS
LONDON, E.C.4.
2, Market Street, LENT
CREDITON, Devon.



Notice of Increase in Nominal Capital.

To the REGISTRAR OF COMPANIES.

Creditor Milliner Company

LIMITED,

hereby gives you notice pursuant to Section 63 of the Companies Act, 1948, that by (a) an Ordinary Resolution of the Company dated the 2nd day of June 1971, the nominal Capital of the Company has been increased by the addition thereto of the sum of £ 10,000 beyond the registered Capital of £ 40,000

The additional Capital is divided as follows :—

Number of Shares	Class of Share	Nominal Amount of each Share
£10,000	Ordinary	£1

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

to rank in all respects pari passu with the existing Ordinary Shares.

None of the new Shares are Preference Shares, and are (b) [not] redeemable.

(Signature)



(State whether Director, or Secretary) Director

Dated the day of 19

(a) " Ordinary," " Extraordinary " or " Special "

This margin to be reserved for binding

NAME OF
COMPANY CREDITORS MILLING COMPANY

R. J. Penning

THE STATIONERS' COMPANY
STATIONERS' SOCIETY LIMITED
25, ABchurch Lane, London, E.C. 4
COMPANY OF STATIONERS, Devon.

