

**REPUBLIC OF THE PHILIPPINES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Ground Floor, Secretariat Building, PICC  
City of Pasay, Metro Manila

**COMPANY REG. 0000086335**

**CERTIFICATE OF FILING**  
**OF**  
**AMENDED ARTICLES OF INCORPORATION**

**KNOW ALL MEN BY THESE PRESENTS:**

THIS IS TO CERTIFY that the amended Articles of Incorporation of the

**MONDE NISSIN CORPORATION**  
**(Amending Articles V & VI thereof)**

copy annexed, adopted on April 12, 2019 by a majority vote of the Board of Directors and the vote of the stockholders owning or representing at least two-thirds of the outstanding capital stock, and certified under oath by the Corporate Secretary and a majority of the said board was approved by the Commission on this date pursuant to the provisions of Section 15 of the Revised Corporation Code of the Philippines, Republic Act No 11232, approved on February 20, 2019, and copies thereof are filed with the Commission.

Unless this corporation obtains or already has obtained the appropriate Secondary License from this Commission, this Certificate does not authorize it to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/broker/merchant, financing company, pre-need plan issuer, general agent in pre-need plans and time shares/club shares/membership certificates issuers or selling agents thereof. Neither does this Certificate constitute as permit to undertake activities for which other government agencies require a license or permit.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed at 3/F Newtown Square, #42 Navy Base Road, Baguio City, Philippines, this 10<sup>th</sup> day of November, Two Thousand Twenty.

**FOR THE COMMISSION:**

  
**REGINA MAY M. CALICOM - DE GUZMAN**  
Director  
Baguio Extension Office

/gri

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Page 1 of 11 page/s.

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### Amendment to the By-Laws

SEC Registration Number

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[www.mondenissin.com](http://www.mondenissin.com)

**Company's Telephone Number/s**

888109207

N/A

**Atty. Jamie Katrina F. Chan**

jfchan@picazolaw.com

88880999

09178571155

Picazo Buyco Tan Fider & Santos, Penthouse, Liberty Center, 104 H.V. dela Costa St., Salcedo Village, 1227 Makati City, Metro Manila, Philippines

Date \_\_\_\_\_

**Assigned Processor:**

14/10

Signature \_\_\_\_\_

Document I.D.

Received by Corporate Filing and Records Division (CFRD)

Forwarded to:


Corporate and Partnership Registration Division (CPRD)

**Green Lane Unit (GL)**

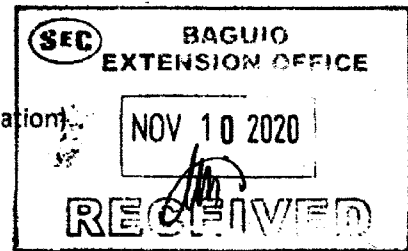
Financial Analysis and Audit Division (FAAD)

Licensing Unit (LU)

**Compliance Monitoring Division (CMD)**

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 Page 2 of 11 page/s.  
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AMENDED ARTICLES OF INCORPORATION  
OF  
**MONDE NISSIN CORPORATION**  
(Formerly Monde Denmark Nissin Biscuit Corporation)



KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE UNDERSIGNED, ALL OF LEGAL AGE, MAJORITY OF WHOM ARE CITIZENS AND RESIDENTS OF THE PHILIPPINES, HAVE THIS DAY VOLUNTARILY ASSOCIATED OURSELVES TOGETHER FOR THE PURPOSE OF FORMING A CORPORATION UNDER THE LAWS OF THE PHILIPPINES, AND WE HEREBY CERTIFY:

FIRST: THAT THE NAME OF THE CORPORATION SHALL BE "MONDE NISSIN CORPORATION" (As amended on 3/8/99).

SECOND: A. THAT THE PURPOSE FOR WHICH THE SAID CORPORATION IS FORMED ARE AS FOLLOWS:

PRIMARY PURPOSE

TO ENGAGE IN, OPERATE AND MAINTAIN THE BUSINESS OF MANUFACTURING, PROCESSING, BAKING, PACKAGING, SERVICING, REPACKING, ASSEMBLING, IMPORTING, EXPORTING, BUYING, SELLING, TRADING OR OTHERWISE DEALING IN (ON WHOLESALE BASIS AND TO THE EXTENT ALLOWED UNDER PHILIPPINE LAW, ON RETAIL BASIS) ALL KIND OF GOODS, WARES AND MERCHANDISES, WHICH ARE OR MAY BECOME ARTICLES OF COMMERCE SUCH AS BUT NOT LIMITED TO CANDIES, CONFECTIONARIES, BISCUITS, CAKES AND OTHER FOODS, DRUGS AND COSMETICS; AND IN RELATION OR INCIDENTAL THERETO, TO PURCHASE, LEASE, SUB-LEASE, APPLY FOR, ACQUIRE, OBTAIN OR HAVE REGISTERED, LETTERS PATENTS, CONCESSIONS, LICENSES, COPYRIGHTS, TRADE NAMES, TRADEMARKS, INVENTIONS AND OTHER INTELLECTUAL PROPERTIES, WHETHER EXCLUSIVE OR NON-EXCLUSIVE, IN ANY PART OF THE WORLD; TO ACT AS INDENTOR, FACTOR, MANUFACTURER'S REPRESENTATIVE, COMMERCIAL BROKER, COMMISSION AGENT, DISTRIBUTOR AND IN ANY OTHER REPRESENTATIVE CAPACITY FOR DOMESTIC AND FOREIGN COMPANIES EXCEPT INSURANCE, SECURITIES AND OTHER FINANCIAL PRODUCTS.

SECONDARY PURPOSES

TO GUARANTEE OBLIGATIONS AND REPAYMENT OF LOANS OR OTHERWISE LEND ITS CREDIT TO OTHER ENTITIES (INCLUDING AFFILIATES AND SUBSIDIARIES) AND TO SECURE THE SAME BY MORTGAGE, SURETY, GUARANTEE, PLEDGE AND/OR OTHER LOANS ON ANY OF THE ASSETS OF THE CORPORATION PROVIDED THE SAME IS CONSIDERED BENEFICIAL TO THE CORPORATION, WITHOUT OPERATING AS A LENDING OR FINANCING CORPORATION;

TO INVEST AND DEAL WITH THE MONEY AND PROPERTY OF THE CORPORATION IN SUCH MANNER AS MAY FROM TIME TO TIME BE CONSIDERED WISE OR EXPEDIENT FOR THE ADVANCEMENT OF THE BUSINESS, PROPERTY AND GOODWILL OF THE CORPORATION OR ANY PART THEREOF, FOR SUCH CONSIDERATION AND UNDER SUCH TERMS AND CONDITIONS AS IT SHALL BE FIT TO ACCEPT TO THE EXTENT ALLOWED BY LAW AND IN GENERAL.

TO DO ALL SUCH OTHER THINGS WHICH ARE INCIDENTAL OR CONDUCTIVE TO THE ATTAINMENT OF THE ABOVE MENTIONED OBJECTS WHICH MAY BE CONVENIENTLY CARRIED ON IN CONNECTION THEREIN, OR WHICH MAY BE CALCULATED DIRECTLY OR INDIRECTLY, TO ENHANCE THE VALUE OR RENDER PROFITABLE ANY BUSINESS OR PROPERTY OF THE CORPORATION, PROVIDED, HOWEVER, THAT NOTHING

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Page 3 of 11 page/s.  
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SHALL BE DONE IN CONNECTION WITH ANY OF THE ABOVE MENTIONED OBJECT WHICH IS PROHIBITED BY ANY LAWS OF THE PHILIPPINES NOW OR WHICH MAY HEREINAFTER BE IN FORCE.

B. THAT THE CORPORATION SHALL HAVE THE EXPRESS POWERS OF A CORPORATION AS PROVIDED UNDER SECTION 36 OF THE CORPORATION OF THE PHILIPPINES, AS THE SAME MAY BE AMENDED FROM TIME TO TIME.

*(As approved by at least a majority of the members of the Board of Directors of the Corporation on October 25, 2014 and by stockholders representing at least two-thirds (2/3s) of the outstanding capital stock of the Corporation at a special stockholders meeting held on October 25, 2014).*

THIRD. THAT THE PRINCIPAL OFFICE AND PLACE OF BUSINESS OF THE CORPORATION SHALL BE LOCATED IN FELIX REYES ST., BARANGAY BALIBAGO CITY OF SANTA ROSA, LAGUNA; AND MAY ESTABLISH BRANCHES, SALES OFFICES AND FACTORY SITES IN ANY PLACE WHENEVER WARRANTED BY THE EXIGENCIES OF ITS BUSINESSES. *(As Amended on April 5, 2014.)*

FOURTH. THAT THE TERM FOR WHICH THE SAID CORPORATION IS TO EXIST IS FIFTY (50) YEARS FROM AND AFTER THE DATE OF ITS INCORPORATION;

FIFTH. THAT THE NUMBER OF DIRECTORS OF SAID CORPORATION SHALL BE SEVEN (7) WHO ARE TO SERVE UNTIL THEIR SUCCESSORS ARE DULY ELECTED AND QUALIFIED FOR IN ACCORDANCE WITH THE BY-LAWS OF THE CORPORATION. THAT THE NAMES, CITIZENSHIP AND ADDRESSES OF THE INCORPORATORS WHO ARE AT THE SAME TIME THE INCORPORATING DIRECTORS OF SAID CORPORATION ARE AS FOLLOWS:

<u>NAME</u>	<u>CITIZENSHIP</u>	<u>ADDRESS</u>
BETTY ANG		
ANG CHAN ENG		
GUADALUPE T. ANG		
DAVID ANG		
RAMON RAGANAS		
LETICIA C. RAGANAS		
EUSEBIO BRIGADO		

For as long as Arran Investment Pte. Ltd. ("Arran") holds 353,225,800 (after the appropriate adjustment in the event of any share dividend or split or reverse share split, combination, consolidation or reclassification of the Shares) Shares, held as either Investor Note or Shares (on a Fully Diluted Basis) ("Minimum Securities") pursuant to the Investor Rights Agreement dated April 12, 2019 (the "Agreement") among the Corporation, Arran, and certain shareholders of the Corporation listed in Schedule 1 of the Agreement (the "Sponsors"), Arran may, from time to time, nominate to, and remove from with or without cause, subject to and in accordance with the provisions of the Revised Corporation Code as the same may be amended from time to time, the Board one (1) director, and upon removal, nominate another person in his place.

*(As approved by at least a majority of the members of the Board of Directors of the Corporation on April 12, 2019 and by stockholders representing at least two-thirds (2/3s) of the outstanding capital stock of the Corporation at a special stockholders meeting held on April 12, 2019).*

SIXTH. THAT THE AMOUNT OF CAPITAL STOCK OF SAID CORPORATION IS TWELVE BILLION PHILIPPINE PESOS (PhP12,000,000,000.00) AND SAID CAPITAL STOCK IS DIVIDED INTO TWELVE BILLION (12,000,000,000) SHARES WITH THE PAR VALUE OF ONE PESO (PhP1.00) EACH.

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Page 4 of 11 page/s.  
Witnessed by: *[Signature]*

SHARES OF CAPITAL STOCK OF THE CORPORATION MAY BE ISSUED AND SOLD BY THE CORPORATION FOR SUCH LAWFUL CONSIDERATION NOT LESS THAN THE PAR VALUE THEREOF AS THE BOARD OF DIRECTORS IN ITS DISCRETION SHALL DETERMINE. THE OWNERSHIP OF SHARES OF CAPITAL STOCK OF THE CORPORATION SHALL NOT ENTITLE THE OWNER THEREOF TO ANY RIGHT TO SUBSCRIBE FOR OR TO PURCHASE OR TO HAVE OFFERED TO HIM FOR SUBSCRIPTION OR PURCHASE, ANY UNISSUED OR RE-ISSUED STOCK OF ANY CLASS, ANY ADDITIONAL SHARES OF ANY CLASS TO BE ISSUED BY REASON OF ANY INCREASE OF THE AUTHORIZED CAPITAL STOCK OF ANY CLASS OF THE CORPORATION, OR ANY SECURITIES CONVERTIBLE INTO STOCK OF THE CORPORATION.

*(As approved by at least a majority of the members of the Board of Directors of the Corporation on April 12, 2019 and by stockholders representing at least two-thirds (2/3s) of the outstanding capital stock of the Corporation at a special stockholders meeting held on April 12, 2019).*

The following provisions are incorporated pursuant to the terms of the Investor Rights Agreement dated April 12, 2019 among the Corporation, Arran, and the Sponsors, and shall be effective only during the effectivity of said Investor Rights Agreement and in accordance with the terms thereof:

I. ISSUANCE OF EQUITY SECURITIES

(a) If the Corporation proposes to issue any equity securities in the capital of the Corporation (other than an issuance of Shares to Arran pursuant to the exercise by Arran of its Conversion Right<sup>1</sup>) (the "Relevant Securities"), no such Relevant Securities will be so issued unless Arran has first been given an opportunity, which shall remain open for not less than 20 Business Days (the last date being the "End Date"), to subscribe, at the same time and on the same terms, for its Relevant Entitlement. Such opportunity shall be offered to Arran by notice in writing from the Corporation and, if the Corporation proposes to issue such Relevant Securities with a corresponding proportion of bonds, loan notes or other debt instruments ("Other Securities"), the notice shall include the relevant terms and conditions of the issuance of Other Securities (the "New Issue Notice"). The New Issue Notice shall also specify the Relevant Entitlement of Arran and the place and time at which the subscription is to be completed.

The above paragraph I(a) shall be without prejudice to the authority of the Board to grant to shareholders other than Arran ("Other Shareholders") preemptive right with respect to any issuance of securities in the capital of the Corporation (other than an issuance of Shares to Arran pursuant to the exercise by Arran of its Conversion Right) on a case to case basis, provided that the pre-emptive rights granted to Arran under the above paragraph I(a) shall be respected.

"Relevant Entitlement" shall mean such percentage of the Relevant Securities (with a corresponding proportion of Other Securities, where relevant) as equates to Arran's pro rata share of the Securities (on a Fully Diluted Basis<sup>2</sup>) in issue immediately prior to the issuance of the Relevant Securities.

(b) If Arran wishes to subscribe for any or all of its Relevant Entitlement, it shall give notice in writing to the Corporation on or before the End Date, failing which Arran shall be deemed to have declined to subscribe for any of its Relevant Entitlement in connection with the New Issue Notice. Any notice given by Arran pursuant to this clause shall be irrevocable.

(c) If by 5.00 p.m. on the End Date, there remain any Relevant Securities for which Arran has not committed to subscribe pursuant to I(b) above, then such Relevant Securities (together with the corresponding proportion of Other Securities, where relevant) may be issued on a pro-rata basis to existing shareholders of the Corporation who have subscribed for their Relevant Entitlement, and if any Relevant Securities are still unallocated after this process, then the Board may allocate any remaining Relevant Securities to such persons (who may or may not be existing shareholders in the

<sup>1</sup> Defined under the Agreement as the right of the investor to convert all or part of the Investor Note into fully paid Shares

<sup>2</sup> Under the Agreement, "Fully Diluted Basis" means calculated on the assumption that all securities then capable of being issued on the exercise of conversion rights, options, warrants, notes and other contractual rights have been issued, irrespective of whether or not such rights are then exercisable.

Corporation) as that it determines, provided that the terms of such issuance are on no less favourable as those previously offered to Arran.

(d) Each Sponsor waives, any pre-emptive rights it has in respect of any allotment of equity securities in the capital of the Corporation to the extent that those rights would, in the absence of such waiver, apply in connection with an allotment of equity securities in the capital of the Corporation to Arran upon its exercise of the Conversion Right.

## **II. DISPOSALS**

Arran and the Sponsors shall, and the Corporation shall, undertake to comply with any restrictions on the Disposals<sup>3</sup> of interests in the Corporation contained in the Agreement. The Board shall only approve for registration, a Disposal of interests in the Corporation by Arran and the Sponsors that is carried out in accordance with the Agreement.

### **(a) Transfers by Sponsors**

(i) The Sponsor Representative shall not Dispose any of his Shares other than (1) to create an Encumbrance<sup>4</sup> over or Dispose to a third party (or any combination of these two options) up to 282,580,600 Shares held by him subject to paragraph (iii) of this sub-clause; or (2) pursuant to paragraph (ii) of this sub-clause.

(iii) A Sponsor<sup>5</sup> may Dispose of any his/her Shares to (a) a Family Member<sup>6</sup>; (b) the trustees of a Family Trust<sup>7</sup>; (c) any corporation which is directly and indirectly wholly owned by the Sponsor or a Family Member of the Sponsor or (d) back from any person referred to in (a) to (c) to the Sponsor who originally subscribed for or acquired such Shares (each such person a "Sponsor Transferee"), at any time by giving not less than five (5) Business Days prior written notice to the other Sponsors and Arran (copied to the Corporation), provided that: (1) the relevant Sponsor Transferee shall first have entered into a Deed of Adherence<sup>8</sup>; (2) if the Sponsor Transferee ceases to be a person set out in (b) or (c) of this paragraph of the Sponsor, the Sponsor Transferee shall prior to such cessation transfer all the Shares held by it to the relevant Sponsor or to another Sponsor Transferee of such Sponsor in accordance with and as permitted by the Agreement; and (3) following a transfer of Shares to a Sponsor Transferee in accordance with this clause, the relevant Sponsor shall remain as a party to the Agreement

<sup>3</sup> Under the Agreement, "Disposal" means, in relation to any share or other security or any legal or beneficial interest in any share or other security, to directly or indirectly: (a) sell, assign, transfer or otherwise dispose of it (other than a transfer of nominee shares to a nominee director to qualify such person for directorship); (b) create or permit to subsist any Encumbrance over it; (c) direct (by way of renunciation or otherwise) that another person should, or assign any right to, receive it; (d) enter into any agreement in respect of the votes or any economic or other rights attached to it, including by way of insurance, hedging, options, collars or swaps (whether physically settled or cash settled, and including total return swaps); or (e) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing, and "Dispose" and "Disposed of" shall be construed accordingly.

<sup>4</sup> Under the Agreement, "Encumbrance" means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption (other than any rights of pre-emption created as a result of applicable laws), third party right or interest, other encumbrance or security interest of any kind, or another type of agreement or arrangement having similar effect.

<sup>5</sup> The persons whose names and addresses are set out in Schedule 1 of the Agreement (i.e., Hartono Kweefanus, Betty Ang, Henry Soesanto, Hoediono Kweefanus and Monica Darmono).

<sup>6</sup> Under the Agreement, "Family Member" means in relation to a Sponsor his or her spouse and his or her immediate family member (being sons or daughters by blood).

<sup>7</sup> Under the Agreement, "Family Trust" means a trust (whether arising under a settlement declaration of trust, testamentary disposition or an intestacy) under which no immediate beneficial interest in the Shares in question is for the time being or may in future be vested in any person other than a Sponsor or the former Sponsor who transferred the Shares to the settlement or trust or (as the case may be) under whose testamentary disposition or intestacy the Shares were vested or a Family Member of a Sponsor or such former Sponsor.

<sup>8</sup> Under the Agreement, "Deed of Adherence" means a deed substantially set out in Schedule 5 of the Agreement.

and shall be jointly and severally liable with the Sponsor Transferee under the Agreement as if it were still a party to the Agreement in respect of the Shares transferred by it.

(iii) Without prejudice to paragraph (ii) of this sub-clause, for the period commencing on the date of the Agreement and ending on the date which is the earlier of: (1) the date on which Arran holds less than 247,258,100 Shares (on a Fully Diluted Basis); and (2) the date falling 18 months after the date of the Listing<sup>9</sup>, the Sponsors shall not Dispose of any Shares which would result in a Change of Control<sup>10</sup> other than as part of a Listing. If the Agreement terminates upon a Listing and provided no Change of Control itself has occurred as part of the Listing the Sponsors shall separately undertake to Arran for the period commencing on the date of the Listing and ending on the date which is the earlier of: (x) the date on which Arran holds less than 247,258,100 Shares (on a Fully Diluted Basis); and (y) the date falling 18 months after the date of a Listing, not to Dispose of any Shares where such Disposal would result in a Change of Control.

**(b) Transfers by Arran**

Arran may transfer some or all of its Shares to an Arran Transferee<sup>11</sup> at any time by giving not less than five (5) Business Days prior written notice to the Sponsors (copied to the Corporation), provided that:

(i) Arran also transfers the Convertible Note to such Affiliate in accordance with the terms of the Convertible Note Instrument;

(ii) the Arran Transferee shall first have entered into a Deed of Adherence;

(iii) If the Arran Transferee that is not GIC (Ventures) Pte. Ltd. ceases to be Controlled<sup>12</sup> by GIC (Ventures) Pte. Ltd., the relevant Arran Transferee shall prior to such cessation transfer all the Shares held by it to Arran or to another Arran Transferee in accordance with and as permitted by the Agreement; and

(iv) following a transfer of Shares to an Arran Transferee in accordance with this clause, Arran shall remain as a party to the Agreement and shall be jointly and severally liable with the Arran Transferee under the Agreement as if it were still a party to the Agreement in respect of the Shares transferred by it.

The Investor Transferee to whom Securities are transferred in accordance with the above shall comply with the terms of the Agreement.

<sup>9</sup> Under the Agreement, "Listing" means the initial public offering of any of the Corporation's shares to the main board of The Philippine Stock Exchange becoming effective (in accordance with the Listing Rules). "Listing Rules" means the rules of The Philippine Stock Exchange, for the time being in force.

<sup>10</sup> Under the Agreement, "Change of Control" means a transaction or series of transactions which results in the Sponsors collectively holding less than 50.1 percent. of the Shares (on a Fully Diluted Basis) in the Corporation.

<sup>11</sup> Under the Agreement, "Arran Transferee" means any of (a) GIC (Ventures) Pte. Ltd.; or (b) any person Controlled by GIC (Ventures) Pte. Ltd. (excluding any investee or portfolio company thereof).

<sup>12</sup> Under the Agreement, "Control" means: (a) when used in respect of or in connection with the Corporation and the Group, the possession, directly or indirectly, of more than 50 percent of the voting rights in respect of any meeting of the shareholders of a corporation; and (b) when used in respect of or in connection with any person other than the Corporation and the Group, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting rights, by contract or otherwise, and "Controls", "Controlled" and "Controlling" shall be construed accordingly.

### **III. NEW SHAREHOLDER**

No shares in the capital of the Corporation shall be issued to, or Disposed of to, a person who is not already a party to the Agreement (a "New Shareholder") and the directors of the Corporation shall not enter the New Shareholder in the register of members of the Corporation unless, in the case of the issuance or Disposal of Shares, the New Shareholder has executed and delivered a Deed of Adherence, provided that:

(a) any director who acquires a Share solely for the purpose of qualifying as a director shall not be required to execute and deliver a Deed of Adherence;

(b) any person (other than an Affiliate of Arran) who acquires less than five percent of the total issued share capital of the Corporation (on a Fully Diluted Basis) from time to time from Arran shall not be required to execute and deliver a Deed of Adherence;

(c) any person who holds Shares as of the date of the Agreement and which is not a Sponsor shall not be required to execute and deliver a Deed of Adherence as a consequence of them being issued or acquiring Shares from time to time; and

(d) any New Shareholder who acquires shares from a shareholder who is not a Sponsor under the Agreement or Arran (a "Non-Sponsor Shareholder") shall only be required to execute and deliver a Deed of Adherence if such New Shareholder acquires five percent (5.0%) or more of the total issued share capital of the Corporation (on a Fully Diluted Basis) from such Non-Sponsor Shareholder.

*(As approved by at least a majority of the members of the Board of Directors of the Corporation on April 12, 2019 and by stockholders representing at least two-thirds (2/3s) of the outstanding capital stock of the Corporation at a special stockholders meeting held on April 12, 2019).*

SEVENTH. THAT THE AMOUNT OF CAPITAL STOCK WHICH HAVE BEEN ACTUALLY SUBSCRIBED AND PAID FOR ARE TWO MILLION EIGHT HUNDRED THOUSAND PESOS AND SEVEN HUNDRED THOUSAND PESOS, PHILIPPINE CURRENCY, RESPECTIVELY; AND THAT THE FOLLOWING PERSONS HAVE ACTUALLY SUBSCRIBED AND PAID FOR THE NUMBER OF SHARES SET OUT AFTER THEIR RESPECTIVE NAMES, TO WIT:

<u>NAME</u>	<u>CITIZENSHIP</u>	<u>NO. OF SHARES</u>	<u>AMOUNT SUBSCRIBED</u>	<u>AMOUNT PAID</u>
BETTY ANG		11,200	P 1,120,000.00	P 280,000.00
ANG CHAN ENG		4,000	400,000.00	100,000.00
GUADALUPE T. ANG		4,000	400,000.00	100,000.00
JAMES ANG YIOK TECK		2,000	200,000.00	50,000.00
DAVID ANG		2,000	200,000.00	50,000.00
RAMON RAGANAS		1,200	120,000.00	30,000.00
LETICIA C. RAGANAS		1,200	120,000.00	30,000.00
EUSEBIO BRIGADO		1,200	120,000.00	30,000.00
AGUSTIN YIAN		1,200	120,000.00	30,000.00
TOTALS		28,000	P 2,800,000.00	P 700,000.00
		vvvvvvv	vvvvvvvvvvv	vvvvvvvv

EIGHT. THAT ANG CHAN ENG HAS BEEN ELECTED BY THE SUBSCRIBERS NAMED IN THE SAID ARTICLES OF INCORPORATION AS TREASURER OF SAID CORPORATION AND TO ACT AS SUCH UNTIL HIS SUCCESSOR IS DULY ELECTED AND QUALIFIED FOR IN ACCORDANCE WITH THE BY-LAWS OF THE

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Page 8 of 11 Page/s.  
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CORPORATION, THAT AS SUCH TREASURER, HE HAS BEEN AUTHORIZED TO RECEIVE FOR THE CORPORATION AND TO RECEIPT IN ITS NAME FOR ALL SUBSCRIPTIONS PAID IN BY THE SUBSCRIBERS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS ON THIS 14<sup>TH</sup> DAY OF MAY, 1979, IN THE CITY OF MANILA, PHILIPPINES.

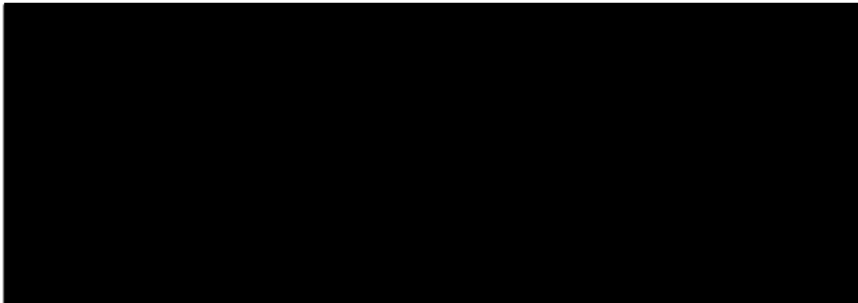
SIGNED <b>ANG CHAN ENG</b> INCORPORATOR	SIGNED <b>GUADALUPE T. ANG</b> INCORPORATOR	SIGNED <b>RAMON RAGANAS</b> INCORPORATOR	SIGNED <b>LETICIA C. RAGANAS</b> INCORPORATOR	SIGNED <b>EUSEBIO BRIGADO</b> INCORPORATOR
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SIGNED <b>BETTY ANG</b> INCORPORATOR	SIGNED <b>DAVID ANG</b> INCORPORATOR	SIGNED <b>AGUSTIN YIAN</b>	SIGNED IN THE PRESENCE OF AND	SIGNED <b>JAMES ANG YOK TECK</b>
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**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF MANILA ) S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED THE FOLLOWING INCORPORATORS/SUBSCRIBERS WITH THEIR RESPECTIVE RESIDENCE CERTIFICATES, TO WIT:


<u>NAME</u>	<u>TAX NO.</u>	<u>NUMBER</u>	<u>ISSUED AT AND ON</u>
ANG CHAN ENG GUADALUPE T. ANG BETTY ANG RAMON RAGANAS LETICIA C. RAGANAS EUSEBIO BRIGADO AGUSTIN YIAN DAVID ANG JAMES ANG YOK TECK			

ALL KNOWN TO ME AND TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING TWO (2) PAGES OF ARTICLES OF INCORPORATION INCLUDING THIS PAGE WITH ACKNOWLEDGMENT AND THEY ACKNOWLEDGED TO ME THAT THE SAME IS THEIR OWN FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL ON THE DATE AND AT THE PLACE WHEREIN ABOVE FIRST WRITTEN.

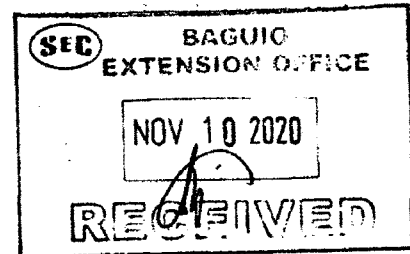
Doc. No. 352;  
Page No. 72  
Book No. XXX;  
Series of 1979.

(SGD.)MANUEL T. UY  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 1980  
PTR NO. CT1015 2740L  
JANUARY 2, 1979, MANILA  
TAN:U5549-A1046-A-7

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Veritas Alibi 

CERTIFICATE OF AMENDMENT

KNOW ALL MEN BY THESE PRESENTS:



That, we, the undersigned Chairman of the Board of Directors, the Corporate Secretary, and at least a majority of the members of the Board of Directors of **MONDE NISSIN CORPORATION** (the "Corporation"), a corporation organized and existing under and by virtue of the laws of the Philippines with address at Felix Reyes St., Barangay Balibago, Santa Rosa, Laguna, Metro Manila, Philippines do hereby certify that the accompanying copy of the Amended Articles of Incorporation of the Corporation embodying the underscored amendments to the Fifth (5<sup>th</sup>) and Sixth (6<sup>th</sup>) Articles of the Articles of Incorporation of the Corporation and more specifically,

(a) the **Fifth Article** of the Articles of Incorporation of the Corporation -- to reflect the right of Arran Investment Pte. Ltd. ("Arran") to : *nominate a* director to the Board pursuant to the Investor Rights Agreement dated April 12, 2019 (the "Agreement") by and among the Corporation, Arran and certain shareholders of the Corporation (the "Sponsors"); and

(b) the **Sixth Article** of the Articles of Incorporation of the Corporation -- to reflect the conditions to the transfer of the shares of the Corporation by Arran and the Sponsors;

is a true and correct copy and was approved by (A) at least a majority of the members of the Board of Directors at a special meeting held at its principal place of business on April 12, 2019, at which a quorum was present and acting throughout, and (B) by stockholders owning or representing at least two-thirds (2/3s) of the outstanding capital stock of the Corporation through their affirmative vote at a special stockholders' meeting held on April 12, 2019 at the principal place of business of the Corporation.

IN WITNESS WHEREOF, this Certificate has been signed by the following officers and directors of the Corporation on the date and at the place stated hereinafter.

**HARTONO KWEEFANUS**  
Chairman of the Board

**BETTY ANG**  
President & Director

**HELEN G. TIW**  
Corporate Secretary

**HENRY SOESANTO**  
Executive Vice President & Director

**MONICA DARMONO**  
Director

**HOEDIONO KWEEFANUS**  
Director

**DANIEL ANG**  
Director

Countersigned By:

**HARTONO KWEEFANUS**  
Chairman of the Stockholders' Meeting

**HELEN G. TIW**  
Corporate Secretary

SEC, Baguio Extension Office,  
CERTIFIED TRUE COPY  
Page 10 of 11 pages.  
Verified by:

REPUBLIC OF THE PHILIPPINES )  
 QUEZON CITY, METRO MANILA) SS.

SUBSCRIBED AND SWORN TO before me, a Notary Public on April 12, 2019 at the place stated above  
 affiants exhibiting to me their respective Tax Identification Nos. and passport details as follows:

<u>Name</u>	<u>TIN No.</u>	<u>Passport No. ("PP")</u>	<u>Passport Place &amp; Date of Issue</u>
Hartono Kweefanus			
Hoediono Kweefanus			
Betty Ang			
Henry Soesanto			
Monica Darmono			
Daniel Ang			
Helen Go Tiu			

WITNESS MY HAND AND SEAL at the place and on the date above written.

Doc. No. 55;  
 Page No. 12;  
 Book No. III;  
 Series of 2019.

**ATTY. GARNY-LUISA S. ALEGRE**  
 Notary Public of Quezon City  
 Commission No. NP-166 (2019 – 2020)  
 IBP No. 054989/11-19-2018  
 Roll No. 53666/Albay  
 PTR No. 1711830/1-04-2019/Parañaque City  
 MCLE No. VI-0001367  
 Banawe, Quezon City

SEC Dagupan Extension Office,  
 CERTIFIED TRUE COPY  
 Page 11 of 11 Page/s.  
 Verified by: 