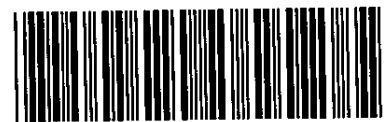


Revised Articles of Association

AGRICULTURAL ESTATES LIMITED

Company number: 00405457 – Articles of Association revised pursuant to Written Resolution dated 7th day of September 2015 deleting Article number 5 of the original Articles of Association.

THURSDAY



R4G5TG43

RM

17/09/2015

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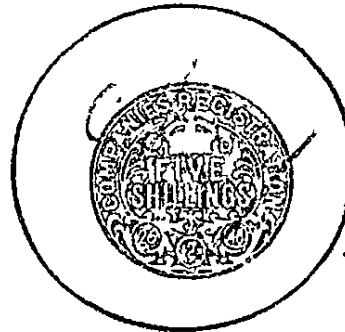
COMPANIES HOUSE

2009

405457

FORM No. 41.

THE COMPANIES ACT, 1929.



A 3s.
Companies
Registration
Fee Stamp
to be
impressed
here.

DECLARATION of Compliance with the requirements of the Companies

Act, 1929, on application for registration of a Company.

Pursuant to Section 15(2).

Name of
Company

Agricultural Estates Limited.

d by

Holmes & Co.

301 Salisbury Avenue

London E.C.4

PUBLISHED AND SOLD BY

WITHERBY & CO. LTD.,

Law and Companies' Printers and Stationers

15, NICHOLAS LANE, LONDON, E.C.4.

Printed and Published by Witherby & Co. Ltd. at 15, Nicholas Lane, London, E.C.4.

NOTE.—This Margin is reserved for binding, and must not be written across.

I, John George Barclay Boulton
of 301 Salisbury House Finsbury Circus in the
City of London

Do solemnly and sincerely declare that I am (^{or}) Solicitor of the
Supreme Court engaged in the formation

of Agricultural Estates

Limited, and That all the requirements of the Companies Act, 1929, 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 141 Hargrave
the City of London
the 22nd day of January
one thousand nine hundred and forty six
before me.

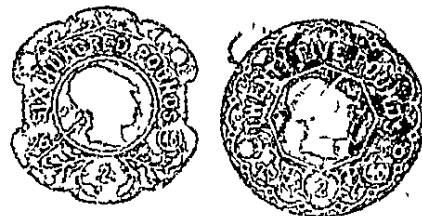
John G. Boulton

W. J. P. Boulton
Witness my hand and seal this 22nd day of January 1946

No. of Company.

405457

Form No. 25.



Agricultural Estates

COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, Section 39 of the Finance Act, 1920 and Section 41 of the Finance Act, 1933. (NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.—Section 41, Finance Act, 1933.)

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

Presented by

Harold Smith

301 Pall Mall

Justing Allen Esq.

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Office and Factory:
329, HIGH HOLBORN W.C.1
Telephone 1001

The NOMINAL CAPITAL of the Agricultural Estates

..... Company, Limited,

is £ 125 000 divided into 112000 ^{Supreme} shares of £ 1

each. and 260,000 Ordinary shares of 1/- (one shilling) each

Signature..... H. H. H. H. H.

Description Directors for the Company

Date 15th February, 1946

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

405457



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Memorandum of Association

— OF —

AGRICULTURAL ESTATES LIMITED.

1. The name of the Company is "AGRICULTURAL ESTATES LIMITED."

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are:—

- (a) To purchase, take on lease, or otherwise acquire freehold and other farms, buildings and properties, and also leases, licences, or authorities of and over lands, buildings, properties, water, and other rights in any part of the world, and either absolutely, optionally, or conditionally, and either solely or jointly with others.
- (b) To carry on business as farmer and stockbreeders, millers, market gardeners and any branch of industry related thereto or capable of being profitably exploited therewith.
- (c) To carry on the business of electrical, mechanical, and general engineers, ironfounders, carriage

builders, quarry owners, brickmakers, builders, contractors, merchants, importers and exporters, shipowners, bargo owners, stevedores, carriers of passengers and goods, wharfingers, warehousemen, hotel and refreshment room keepers, store keepers, publishers, printers, agents and general merchants, and to buy and sell and deal in every commodity, substance and product necessary or useful for carrying on the business of the Company.

- (d) To construct, execute, carry out, equip, improve, work, develop, administer, manage or control public works and conveniences of all kinds, which expression in this Memorandum includes canals, reservoirs, embankments, irrigations, reclamations, improvements, sewage, drainage, sanitary, water, gas, electric light, telephonic, telegraphic and power supply works and hotels, warehouses, markets and public buildings, and all other works or conveniences of public utility.
- (e) To apply for, purchase, or otherwise acquire any concessions, decrees, and contracts for or in relation to the construction, execution, carrying out, equipment, improvement, management, administration, or control of public works and conveniences of all kinds, and to undertake, execute, carry out, dispose of, or otherwise turn to account the same.
- (f) To purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, and the like, conferring an exclusive or non-exclusive, or limited right to use any secret or other information as to any invention that may seem to the Company capable of being profitably dealt in, and to use, exercise, develop, grant licences in respect of, vend, or otherwise turn to account all or any such patents, brevets d'invention, licences, concessions, and the like, and with a view to the working and development of the same, to carry on any business, whether manufacturing or otherwise, which the Company may think calculated, directly or indirectly, to effectuate these objects.
- (g) To purchase, charter, hire, build or otherwise acquire, carriages, wagons, engines, and other mechanical appliances, and to employ the same

respectively in the conveyance of passengers, goods, wares and merchandise of all kinds.

- (h) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, and to cultivate lands and properties, whether belonging to the Company or not, and to develop the resources thereof by irrigation, draining, clearing, fencing, planting, pasturing, farming, building on, or improving the same.
- (i) To establish and 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 or the carrying on any business or operation which the Company is authorised to carry on or engage in or shall be in any manner calculated to advance, directly or indirectly, the objects or interests of the Company, and to acquire and hold shares, stock, or securities of, and guarantee the payment of any securities issued by, or any other obligations of any such company.
- (j) To negotiate loans, and to act as agents for the loan, payment, transmission, collection, and investment of money, and for the management of property.
- (k) To purchase, or otherwise acquire, and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (l) To enter into partnership or any joint-purse arrangement, or any arrangements for sharing profits, union of interests, joint adventure, or co-operation with, or agency for any company, firm or person, carrying on or engaged in, or proposing to carry on or engage in any business or transaction within the objects of the Company, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.

- (m) To sell or dispose of the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock, or securities of any other company having objects altogether or in part similar to those of this Company.
- (n) To draw, accept, endorse, discount, execute and issue, bills of exchange, promissory notes, debentures, bills of lading, and other negotiable or transferable instruments or securities.
- (o) To invest money at interest on the security of land of any tenure, buildings, farming stock, stocks, shares, securities, merchandise, and any other property, and generally to lend and advance money to any persons or companies without security, or upon such securities and terms and subject to such conditions as may seem expedient, and to guarantee the performance of any contract by any person or company.
- (p) Generally to carry on and undertake any business, undertaking, transaction, or operation, whether mercantile, commercial, financial, manufacturing, trading or otherwise, as an individual capitalist may lawfully undertake and carry out.
- (q) To borrow or raise money for the purpose of the Company's business.
- (r) To mortgage and charge the undertaking and all or any of the real and personal property, present and future, and all or any of the uncalled capital for the time being of the Company, to issue debentures, mortgage debentures, and debenture stock, payable to bearer or otherwise, and either permanent or redeemable or repayable.
- (s) 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, and for such purpose to distinguish and separate capital from profits, 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.
- (t) To enter into any arrangements with any Governments or authorities, supreme, municipal, local or

otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.

- (u) To establish and support, or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employes of the Company, or any of the dependants or connections of any such persons and to grant to any such persons, dependants, or connections, pensions and allowances, and to make payments towards the insurance thereof respectively, and generally to subscribe or guarantee money to or for charitable or benevolent objects, or to or for any exhibition, or to or for any public, general or useful object.
- (v) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (w) To transfer to or otherwise cause to be vested in any company, or person or persons, all or any of the lands and properties of the Company, to be held in trust for the Company, or on such trusts, for working, developing, or disposing of the same as may be considered expedient.
- (x) To pay the costs, charges, and expenses preliminary and incidental to the formation, establishment, and registration of the Company, and to remunerate by commission, brokerage, or otherwise, any person or company for services rendered, or to be rendered, in relation to the formation and establishment of the Company, or the conduct of its business.
- (y) To do all such things as are incidental or conducive to the attainment of the above objects or any of them and the intention is that the objects specified in each of the paragraphs in this clause shall, unless otherwise therein provided, be regarded as independent objects, and shall be in nowise limited or

restricted by reference to or inference from the terms of any other paragraph or the name of the Company. Provided that nothing herein contained shall empower the Company to carry on the business of assurance or to grant annuities within the meaning of the Assurance Companies Act, 1909, as extended by the Industrial Assurance Act, 1923, the Road Traffic Acts, 1930-1934, or the Air Navigation Act, 1936, or to reinsure any risks under any class of assurance business to which those Acts apply, or to carry on the business of stock and share brokers.

And it is hereby declared that the word "Company" in this clause, when not applied to this Company, shall be deemed to include any partnership or other body of persons, political, mercantile or otherwise, whether incorporated or not incorporated and whether domiciled in the United Kingdom or elsewhere, and whether existing or hereafter to be formed.

4. The liability of the Members is limited.

5. The share capital of the Company is £125,000 divided into 112,000 Preference Shares of £1 each and 260,000 Ordinary Shares of 1/- each and the holders of the said Preference Shares shall have the following rights and privileges, that is to say:—

- 1129.*
1248 *JK.*
- (a) The right to receive a fixed ~~non~~-cumulative preferential dividend at the rate of four per centum per annum on the capital for the time being paid up thereon
 - (b) The right in a winding up to the return of the capital paid up on the Preference Shares in priority to any payment off of capital on any other class of shares but with no further or other right to participate in profits or assets of the Company.
 - (c) The right for the holders to attend General Meetings of the Company but not to vote except in the following events when they will on a show of hands have one vote for every Shareholder and at a poll one vote for every Preference Share.
 - (a) If at the date of the notice convening the meeting the fixed ~~non~~-cumulative dividend payable on the said Preference Shares shall be in arrear and unpaid for more than six months and so
- 1129.*
1248 *JK.*

that for this purpose the dividend on these shares shall be deemed to be payable by half-yearly instalments on the 30th June and 31st December in each year.

- (b) If there is to be proposed at the meeting a resolution for increasing or reducing the capital of the Company or for winding up the Company or for sanctioning the sale of the Company's undertaking or some resolution directly affecting the rights and privileges attached to the said Preference Shares.

6. Subject to always and without prejudice to the rights hereinbefore attached to the Preference Shares of the Company, the Company may divide the shares in the capital for the time being into several classes and attach thereto such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations for the time being of the Company. Provided that such preferential, deferred, qualified or special rights, privileges or conditions including those attached to the said Preference Shares may be modified, commuted, affected, abrogated or dealt with in manner provided by Article 46 of the Articles of Association of the Company filed herewith.

WE, the several persons whose names and addresses are hereunto 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 to our respective names.

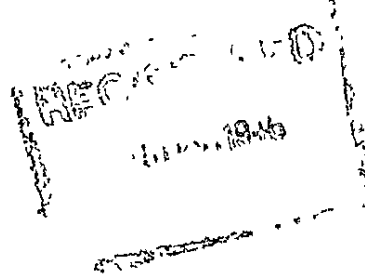
NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>Thompson: Eustace Goldens</i> <i>301. Salisbury House</i> <i>Trinity Circus</i> <i>E. G. 2</i> <i>Solicitors Clerk</i>	<i>one ordinary share</i>
<i>Beatrice Mabel Dennis</i> <i>119 Mackenzie Road</i> <i>Beckenham. Kent.</i> <i>Solicitors Clerk.</i>	<i>one ordinary share</i>

DATED the 15 day of February, 1946.

WITNESS to the above signatures:—

Paul Thompson
301 Salisbury House
Trinity Circus
London E.C. 2
Solicitor

405457



THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Articles of Association

— OF —

AGRICULTURAL ESTATES LIMITED.

TABLE "A"

1. The regulations of Table "A" contained in the First Schedule to the Companies Act, 1929, shall not apply to the Company, except so far as the same are repeated or contained in these Articles.

INTERPRETATION.

2. In these presents the words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:—

WORDS.	MEANINGS.
The Company ..	Agricultural Estates Limited
The Act	The Companies Act, 1929.
The Statutes ..	The Companies Act, 1929, and every other Act for the time being in force concerning Joint Stock Companies and affecting the Company.
These Presents ...	Those Articles of Association or other the regulations of the Company from time to time in force.
The Office ...	The Registered Office for the time being of the Company.

WORDS.	MEANINGS.
Extraordinary Resolution	The meaning assigned by Section 117 (1) of the Act.
Special Resolution	The meaning assigned by Section 117 (2) of the Act.
The Directors ...	The Directors for the time being of the Company.
Seal	The Common Seal of the Company
Month	Calendar Month.
In Writing ...	Written, printed, typewritten, or lithographed, or partly one and partly another.
Register	The Register of the Members of the Company.

Words importing the singular number only include the plural number and *vice versa*

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

Subject as aforesaid any words defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

PRIVATE COMPANY.

3. The Company is to be a Private Company and accordingly:—

- (a) The number of Members for the time being of the Company (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 such employment to be Members of the Company) is not to exceed fifty, but where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this paragraph be treated as a single Member.
- (b) An invitation to the public to subscribe for shares or debentures or debenture stock of the Company is hereby prohibited.
- (c) The right of transfer of shares shall be restricted as hereinafter provided.

BUSINESS.

4. Any branch or kind of business which by the Memorandum of Association of the Company or these presents is either expressly or by implication authorised to be undertaken by the Company, may be undertaken by the Directors at such time or times as they shall think fit, and further may be suffered by them to be in abeyance whether such branch or kind of business may have been actually commenced or not, so long as the Directors may deem it expedient not to commence or proceed with such branch or kind of business.

~~5. None of the funds of the Company shall be applied in the purchase of or in lending on shares of the Company, but nothing in this Article shall prohibit transactions mentioned in the proviso to Section 45 (1) of the Act.~~

AMENDED
PURSUANT TO
WRITTEN
RESOLUTION
DATED 7 Sept 2015

SHARES.

6. Shares shall be issued on such terms and conditions and with such rights and privileges attached thereto as a General Meeting may determine, provided that the Company may by Extraordinary Resolution direct that the shares shall be issued by the Directors to such persons and on such terms and conditions and with such rights and privileges attached thereto as the Directors may determine.

7. Any Preference Share may with the sanction of a Special Resolution be issued on the terms that it is, or, at the option of the Company, is to be liable to be redeemed.

8. If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall when due be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share, or his legal personal representatives.

9. The Directors shall, as regards all allotments of shares duly comply with the provisions of Section 42 of the Act.

10. The Directors may exercise the powers conferred on the Company by Section 43 of the Act, but so that the commission shall not exceed 10 per cent. on the shares in each case subscribed, and such commission may be paid in cash or fully paid shares or partly in one mode and partly in the other.

11. The Company is to comply with Section 108 of the Act, as to making, at least once a year, a list and summary as to

capital, shares, Members, mortgages and otherwise, and forwarding a copy thereof to the Registrar of Companies, and is otherwise to comply with Sections 108 and 110 of the Act.

12. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not (except as ordered by a Court of competent jurisdiction, or as by Statute required) be bound to recognise any equitable, or other claim to, or interest in, such share on the part of any other person.

CERTIFICATES.

13. Every Member shall be entitled without payment to one Certificate under the Seal for all the shares registered in his name, or on payment of such sum, not exceeding One Shilling per Certificate, as the Directors may from time to time require, to several Certificates, each for a part of such shares. Every Certificate of Shares shall be issued under the Seal and shall bear the autographic signatures of one or more Directors and of the Secretary or Assistant Secretary, and shall also specify the number and denoting numbers of the shares in respect of which it is issued, and the amount paid up thereon, provided that in the case of joint holders the delivery of a Certificate or Certificates to any one of them shall be sufficient delivery to all

14. If any Certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled, and may issue a new Certificate in lieu thereof, and if any Certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. In case of destruction or loss the Member to whom such new Certificate is given shall bear and pay to the Company all expenses incidental to the investigation by the Company of the evidence of such destruction or loss and to such indemnity. The sum of One Shilling, or such smaller sum as the Directors may determine, shall be paid to the Company for every Certificate issued under this Article.

CALLS.

15. The Directors may from time to time make such calls as they think fit upon the Members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each Member shall pay the amount of every call so made

or him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

16. A call shall be deemed to have been made when the resolution of the Directors authorising such call was passed.

17. Not less than thirty days' notice of any call shall be given specifying the time and place of payment, and to whom such call shall be paid. Before the time for payment the Directors may, by notice in writing to the Members or by advertisement, revoke the call or extend the time for payment.

18. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

19. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of £10 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors may determine, but the Directors shall have power to remit such interest or any part thereof.

20. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys due upon the shares held by him beyond the sum actually called for, and upon the amount so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the Member paying such sum in advance and the Directors agree upon.

FORFEITURE AND LIEN.

21. If any Member fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or instalment remains unpaid, serve a notice upon such Member requiring him to pay the same together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

22. The notice shall name a day (not being less than thirty days from the date of the notice) and a place or places on and at

in such call or instalment and such interest and expenses as may be payable. The notice shall also state that in the event of non-payment at or before the time, and at the place appointed, the shares in respect of which such call was made, or instalment was payable will be liable to be forfeited.

23. If the requirements of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given, may, at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect; such forfeiture shall include all dividends declared in respect of the forfeited shares, and not actually paid before the forfeiture.

24. Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, or otherwise dispose of the same in such manner as they think fit.

25. The Directors may at any time before any shares so forfeited shall have been sold, re-allotted, or otherwise disposed of annul the forfeiture thereof upon such conditions as they think fit.

26. A Member whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon from the time of forfeiture until payment, at the rate of £10 per cent. per annum, and the Directors may enforce the payment of such moneys or any part thereof, if they think fit, but shall not be under any obligation so to do.

27. The Company shall have a first and paramount lien upon all the shares (not being fully paid up shares) registered in the name of each Member (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company in respect of such shares whether the period for payment, fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 12 hereof is to have full effect. Such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) upon such share.

28. For the purpose of enforcing such lien the Directors may sell all or any of the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such Member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice.

29. The net proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities or engagements, and the residue (if any) paid to such Member, his executors, administrators or assigns.

30. Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase-money, and after his name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively

TRANSFER AND TRANSMISSION OF SHARES.

31. The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.

32. The instrument of transfer of any shares shall be in writing in the usual common form, and must be left duly stamped at the Office for registration, accompanied by a Certificate of the shares to be transferred, and such other evidence (if any) as the Company may require to prove the title of the intending transferor, or his right to transfer the shares. All Powers of Attorney granted by Members for the purpose of transferring shares which may be lodged, produced or exhibited to the Company, or any of its proper officers, shall, as between the Company and the grantor of such powers, be taken and deemed to continue and remain in full force and effect, and the Company may allow the same to be acted upon, until such time as express notice in writing of the revocation of the same shall have been given and lodged at the Office. The Company shall not be bound to allow the exercise of any act or matter by an