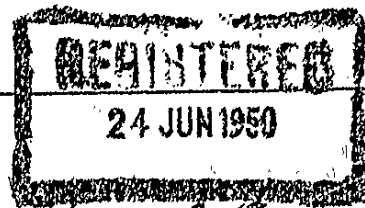


number of
company

2007.10 | |

[Form No. A1

THE COMPANIES ACT, 1948



A
Companies
Registration
Fee Stamp
of 5s.
must be
impressed
here.

Declaration of Compliance

WITH THE

REQUIREMENTS OF THE COMPANIES ACT, 1948,

pursuant to Section 15, Sub-Section (2), of The Companies Act, 1948,
on behalf of a Company proposed to be registered as

THE A.I. DAIRIES (FARMS)

LIMITED

110-30340

Telegrams: 'CERTIFICATE, ESTP' 'LONDON,'

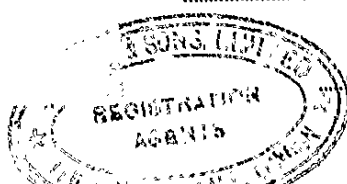
Telephone No.: HOLBORN 0434 (6 lines).

JORDAN & SONS, LIMITED

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

Accounted by

WYLIE PATTERSON & HERRING



61/63, St. Paul's Churchyard,

London, E.C.4.

PHILIP MAURICE HERRING

of **61/63, St. Paul's Churchyard, London, E.C.4.**

*Here insert-
"a Solicitor
of the Su-
preme Court
(or in Scotland
"a Solicitor")
engaged in
the formation
of" or "a
person named
in the Articles
of Association
as a
Director (or
Secretary)
of."

do solemnly and sincerely declare that I am* **a Solicitor**

of the Supreme Court engaged in the formation of

THE A.I. DAIRIES (FARMS) 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 Declaration Act, 1935.

Declared at **5 Cleap Road**
the City of London

the **16th** day of **June**

One thousand nine hundred and **fifty**

before me,

Kenneth H. Reader

A Commissioner for Oaths. †

Philip Herring

483713

Number of
Certificate }

[Form No. 25]

THE STAMP ACT, 1891, and THE FINANCE ACT, 1933

COMPANY LIMITED BY SHARES

24 JUN 1950



Duty at the
rate of 10s.
for every
£100 must be
impressed
here.

Statement of the Nominal Capital

OF

THE A.I. DAIRIES (FARMS)

LIMITED

Pursuant to Section 112 of The Stamp Act, 1891; as amended by
Section 41 of The Finance Act, 1933

The Statement is to be lodged with the Memorandum of Association and
other Documents when the Registration of the Company is applied for

no. J50708

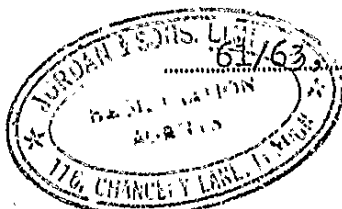
Telegrams : " CERTIFICATE, ESTRAND, LONDON."

Telephone No. : HOLBORN 0434.

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

Presented by

WYLIE PATTERSON & HERRING



St. Paul's Churchyard,

London, E.C.4.



COMPANY LIMITED BY SHARES

REGISTERED

24 JUN 1950

Memorandum of Association



OF

The A.I. Dairies (Farms) Limited

1. The Name of the Company is "THE A.I. DAIRIES (FARMS) 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 carry on all or any of the businesses of Farmers, Dairymen, and Wholesale and Retail Dealers in Milk, Cream, Butter, Cheese, Eggs, and all other Dairy Produce, Contractors for the Supply and Delivery of Milk, Graziers, Millers and Corn Merchants, Stock and Poultry Breeders, Producers, Raisers, and Growers of and Dealers in Forage, Fodder, Foodstuffs, Fruit and Farm, Garden and Orchard Produce of all kinds, Market Gardeners, Fruit and Vegetable Growers, Dealers in and Salesmen of Agricultural and Horticultural Produce of every description, Nurserymen, Seedsmen, Florists, and Dealers in Horticultural and Agricultural Sundries and Requirements, Manufacturers and Merchants of, Agents for, and Dealers in Chemical and other Manures, Manurial Products, and Fertilisers, Buyers, Keepers, Breeders, and Commission Salesmen of and Dealers in Cattle, Horses, Sheep, Pigs, Poultry, and all kinds of Live and Dead Stock, and Dealers in Agricultural Implements, Machinery, and Utensils of all kinds, and all other things or effects used or required in connection with Farming, Milling, Dairying and Agriculture in all or any of their branches.

(B) To pasteurise, sterilise, purify, and otherwise treat milk and milk products, and to carry on all or any of the businesses of Bottlers and Distributors of and Dealers in High Grade, Tuberculin-tested, and other Milk and Milk Products, and to Manufacture, Import, Export, Purchase, Supply, and Deal in Milking Machinery, Separators, Churns, Bottles, and all other Dairy Apparatus, Plant, Appliances, Requisites, and Equipment.

(C) To carry on all or any of the businesses of Ice Cream, Cheese, Butter, Cream, Egg, Pork Pie and Sausage Manufacturers and Merchants, Bacon Curers, Poultry and Live-stock Breeders, Butchers, Bakers, Confectioners, Refreshment Contractors, Grocers and General Provision Merchants and Dealers.



- (D) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (E) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (F) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (G) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (H) To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.
- (I) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

- (J) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (K) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (L) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (M) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (N) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (O) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any companies, firms, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, company, firm, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (P) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (Q) 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 in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

- (R) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (S) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.
- (T) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employes, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, and to the wives, widows, children, and other relatives and dependents of such persons; to make payments towards insurance; and to set up, establish, support, and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their widows, children, and other relatives and dependents.
- (U) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (V) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (W) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (X) To procure the Company to be registered or recognised in any Dominion or Dependency and in any Foreign Country or Place.
- (Y) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is Three Thousand Pounds, divided into Three Thousand Shares of One Pound each.

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

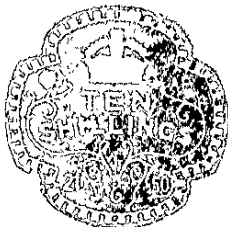
NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
Arnold Francis French of "Little Court", Highwood Hill, London, N.W.7 Company Director	One
Kenneth Lionel de Rivaz of Epping Green Farm, Little Berkhamstead, Hertfordshire Company Director	One

Dated the 15th day of June, 1950.

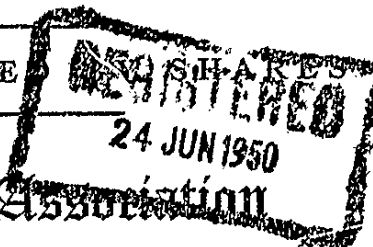
Witness to the above Signatures—

Maurice Lynch.

104 Downhills Park Rd., London, N.17.



COMPANY LIMITED



Articles of Association

OF

The A.I. Dairies (Farms) Limited

PRELIMINARY.

1. The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, Clauses 24, 53, and 75 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a Private Company and Clauses 2, 4, 5, and 6 (but not Clauses 1 and 3) in Part II of Table A shall also apply to the Company.

SHARE CAPITAL AND SHARES.

3. The original Share Capital of the Company is Three Thousand Pounds, divided into Three Thousand Shares of One Pound each.

4. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

5. The lien conferred by Clause 11 in Part I of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSFER OF SHARES.

6. A Share may be transferred by a Member, or other person entitled to transfer, to any Member selected by the transferor; but, no Share shall be transferred to a person who is not a Member so long as any Member, or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership, is willing to purchase the same at the fair value.

7. Except where the transfer is made pursuant to Article 6 hereof, the person proposing to transfer any Share (hereinafter called the proposing transferor) shall give notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale

of the Share to any Member of the Company, or person selected as aforesaid, willing to purchase the Share (hereinafter called the "purchasing Member") at the price so fixed, or, at the option of the purchasing Member, at the fair value to be fixed by the Auditor in accordance with Article 9 hereof. A transfer notice may include two or more Shares and in such case shall operate as if it were a separate notice in respect of each. A transfer notice shall not be revocable except with the sanction of the Directors.

8. If the Company shall within the period of twenty-eight days after being served with a transfer notice find a purchasing Member and shall give notice thereof to the proposing transferor he shall be bound upon payment of the fair value as fixed in accordance with Article 7 or 9 hereof to transfer the Share to the purchasing Member.

9. In case any difference arises between the proposing transferor and the purchasing Member as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly The Arbitration Acts, 1889 to 1934, shall not apply.

10. If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his agent to execute a transfer of the Share to the purchasing Member and upon the execution of such transfer the Company shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

11. If the Company shall not within the period of twenty-eight days after being served with a transfer notice find a purchasing Member and give notice in manner aforesaid the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Article 13 hereof, to sell and transfer the Share (or where there are more Shares than one those not placed) to any person and at any price.

12. The Company in General Meeting may make and from time to time vary rules as to the mode in which any Shares specified in any transfer notice shall be offered to the Members and as to their rights in regard to the purchase thereof and in particular may give any Member or class of Members a preferential right to purchase the same. Until otherwise determined every such Share shall be offered to the Members in such order as shall be determined by lots drawn in regard thereto and the lots shall be drawn in such manner as the Directors think fit.

13. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of Shares other than a transfer made pursuant to Article 6 hereof.

GENERAL MEETINGS.

14. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of The Companies Act, 1948, as to giving information to Members in regard to their right to

appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

15. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum."

DIRECTORS.

16. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than three.

17. The following persons shall be the first Directors of the Company: HAROLD FRANCIS FREETH, GERALD MAURICE DE RIVAZ, KENNETH LIONEL DE RIVAZ, and MAXWELL CORLAND WATRET.

18. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.

19. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

ALTERNATE DIRECTORS.

20. Any Director may from time to time appoint any person, who is approved by the majority of the Directors or alternate or substituted Directors, to be an alternate or substituted Director. The appointee while he holds office as an alternate or substituted Director shall be entitled to notice of Meetings of the Directors and to attend and vote thereat as a Director but he shall not require any Share qualification and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointor or by a majority of the other Directors and any appointment or revocation under this Article shall be effected by notice in writing to be delivered to the Secretary of the Company.

WINDING UP.

21. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Harold James Birch

of "Little Court", Highwood Hill, London,
N.W.7.

Company Director

RIVAZ

Kenneth Lionel de Rivaz

of Epping Green Farm, Little Berkhamstead,
Hertfordshire

Company Director

Dated the 15th day of June, 1950.

Witness to the above Signatures—

Maurice Lynch.

104 Downhills Park Rd., London, N.17

DUPLICATE FOR THE FILE.

No. 483713



Certificate of Incorporation

I Hereby Certify, That

THE A. J. DAIRIES (FARMS) LIMITED

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

Given under my hand at London this Twenty-fourth day of June One Thousand Nine Hundred and Fifty.

[Signature]
Registrar of Companies.

Certificate
received by *[Signature]*

Date 26-6-50