

AGRICULTURAL CONTRACT & MARKETING LIMITED
("the Company")

(Company No. 3007999)

WRITTEN RESOLUTIONS OF THE SHAREHOLDERS OF THE COMPANY

The following resolutions are proposed by the Directors of the Company pursuant to Chapter 2 of Part 13 of the Companies Act 2006 -

SPECIAL RESOLUTIONS

- 1 **THAT** the 1,000,000 redeemable preference shares of £1 00 each in the issued share capital of the Company be and they are hereby redesignated as ordinary shares of £1.00 each in the capital of the Company such ordinary shares of £1 00 each to rank pari passu with the existing ordinary shares of £1.00 each in the capital of the Company,
- 2 **THAT** that the regulations contained in the printed document attached to these written resolutions and initialled for the purpose of identification by the Chairman of the Company be and they are hereby adopted as the articles of association of the Company with effect from the date hereof in substitution for and to the exclusion of all existing articles of association

Dated: 23rd JULY . 2014

The notes at the end of this document indicate how you can signify your agreement to the above resolutions Please read those notes

The undersigned, being the members of the Company entitled to vote on the above resolutions on the first date on which these written resolutions are sent or submitted to members of the Company, **HEREBY AGREE** to the above resolutions

.....
Stephen John Curtis

.. Date 23 JULY 2014 ..

.....
Matthew John Curtis

.. Date 23 JULY 2014 ..

For and on behalf of SFFC Inc

.. Date ..

TUESDAY



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A26

29/07/2014

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COMPANIES HOUSE

NOTES:

- (a) These written resolutions are first sent or submitted to members of the Company on 23/7/2014 ("the circulation date")
- (b) To signify agreement to each of these written resolutions, a member should delete "Against" in respect of the relevant resolution and then sign and date this document and return it to the Company within 28 days of the circulation date using one of the following methods
- by hand delivering the signed copy to the registered office of the Company
 - by post returning the signed copy to the registered office of the Company
- A member's agreement to a resolution, once signified, cannot be revoked
- (c) These written resolutions will lapse if they are not passed before the end of the period of 28 days beginning with the circulation date. A member who signs these written resolutions and returns them to the Company after the expiry of that period will not be regarded as signifying his agreement to these written resolutions
- (d) These written resolutions will be passed once members representing at least 75% of the total voting rights of the members who would have been entitled to vote on the resolutions on the circulation date have signified their agreement to them

Company No: 3007999

THE COMPANIES ACTS 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**AGRICUTURAL CONTRACT & MARKETING LIMITED
("the Company")**

(Adopted by written resolution passed on 23rd July 2014)

1 PRELIMINARY

- 1.1 The Regulations contained in the Model Articles apply to the Company except insofar as they are excluded or varied by these Articles and such regulations (except as so excluded or varied) and these Articles will be the regulations of the Company
- 1.2 In these Articles the expression "the Act" means the Companies Act 2006 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

2 INTERPRETATION

- 2.1 In these Articles unless the context otherwise requires the following expressions have the following meanings -

Articles	these articles of association,
Directors	the directors of the Company from time to time or a quorum of such directors present at a duly convened meeting of the directors (and unless otherwise stated, including their duly appointed alternates) and Director shall mean any one of them;
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,

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|-------------------------|---|
| Person | an individual, partnership, unincorporated association or body corporate (wherever incorporated or situate) and includes a reference to that Person's legal or personal representatives or successors, |
| Relevant Officer | any director or other officer of the Company but excluding any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor), |
| Regulation | an article of the Model Articles, |
| Share | a share in the capital of the Company and Shares shall be construed accordingly, |
| Shareholders | the holders of Shares from time to time and Shareholder shall be construed accordingly, |
- 2 2 Save as otherwise provided in these Articles, word and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company
- 2 3 Regulations 9(1), 11(2) and (3), 13, 14, 17(2), 44(2), 52 and 53 shall not apply to the Company
- 2.4 In these Articles words importing the singular include the plural and vice versa and words importing one gender includes all genders
- 3 SHARE CAPITAL**
- 3.1 There shall be no restriction on the number of Shares which the Company can issue and allot
- 3 2 The share capital of the Company shall consist of Ordinary Shares of £1 00 each
- 3 3 The Ordinary Shares shall rank pari passu in all respects
- 3 4 The liability of the Shareholders is limited to the amount, if any, unpaid on the Shares held by them
- 4 PROCEEDINGS AT GENERAL MEETINGS**
- 4 1 No business shall be transacted at any meeting unless a quorum is present Two members entitled to attend at that meeting, in person or by proxy, shall be a quorum, unless the Company has only one member, in which case one member present in person or by proxy shall be a quorum

- 4 2 Regulation 41 shall not apply If within half an hour of the time appointed for the meeting a quorum is not present, or if during a meeting such a quorum ceases to be present the meeting, if convened upon the requisition of Shareholders, shall be dissolved, in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine when any person or persons entitled to vote upon the business to be transacted, being a Shareholder or Shareholders or a proxy for such a Shareholder or a duly authorised representative of a corporation, shall be a quorum
- 4 3 A poll may be demanded by the Chairman or by any qualifying person (as defined in Section 318 of the Act) present and entitled to vote at the meeting
- 4 4 Regulation 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that Regulation

5 PROCEEDINGS OF DIRECTORS

- 5 1 The quorum for the transaction of the business of the Directors shall be two
- 5 2 Any Director may call a Director's meeting by giving not less than 2 business day's notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the secretary of the Company (if any) to give such notice
- 5 3 The Chairman of the Directors shall not have a second or casting vote in the case of an equality of votes
- 5 4 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any interest of his, 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 for that purpose such Director shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.
- 5 5 Any Director interested in any contract or arrangement referred to in Article 9.3 shall not, provided that he has disclosed such interest in accordance with Article 9 3, be accountable to the Company for any benefit which he (or a person connected with him (as defined in Section 252 of the Act)) derives from any such contract or arrangement and no such contract or arrangement shall be liable to be avoided on the ground of any such interest or benefit nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under Section 176 of the Act.
- 5 6 Unless otherwise determined by ordinary resolution the number of Directors (other than alternate Directors) shall not be subject to any maximum but shall not be less than one
- 5 7 If, at any time there is only one Director in office, he shall have and may exercise all the powers and authorities in and over the affairs of the Company as are by these Articles conferred on the board of Directors
- 5.8 Appropriate complete minutes of each meeting of the Directors shall be maintained by the Company and copies thereof distributed to the Directors as soon as reasonably

practicable after the relevant meeting shall have been held and where decisions of the Directors are taken by electronic or any other means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye. The provisions of Regulation 15 shall be extended accordingly

6 APPOINTMENT OF DIRECTORS

In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director

7 CONFLICTS OF INTEREST

7 1 The Directors may, subject to the quorum and voting requirements set out in this Article 7, authorise any matter which would otherwise involve a Director breaching his duty under Section 175 of the Act to avoid conflicts of interest ("Conflict")

7 2 A Director seeking authorisation in respect of a Conflict must tell the Directors of the nature and extent of his interest in a Conflict as soon as possible. The Director must give the Directors sufficient details of the relevant matter to enable them to decide how to address the Conflict together with any additional information which they may request

7 3 Any Director (including the relevant Director) may propose that the relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the Directors under the provisions of these Articles except that

- (i) the relevant Director and any other Director with the same or a similar interest will not count in the quorum and will not vote on a resolution giving such authority, and
- (ii) the relevant Director and any other Director with the same or a similar interest may, if the other Directors so decide, be excluded from any meeting of the Directors while the Conflict is under consideration

7 4 Where the Directors give authority in relation to a Conflict:

- (i) they may (whether at the time of giving the authority or subsequently) (a) require that the relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at Directors' meetings or otherwise) related to the Conflict, and (b) impose upon the relevant Director such other terms for the purpose of dealing with the Conflict as they think fit,
- (ii) the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict,

- (iii) the Directors may also provide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,
- (iv) the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded), and
- (v) the Directors may revoke or vary such authority at any time but this will not affect anything done by the relevant Director prior to such revocation in accordance with the terms of such authority

7 5 A Director is not required to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

8 **BORROWING POWERS**

The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

9 **NOTICES AND COMMUNICATIONS**

- 9 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- (i) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (ii) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (iii) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
 - (iv) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article, no account shall be taken of any part of a day that is not a business day

- 9 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

10 INDEMNITY

- 10 1 Subject to Article 10 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled -

- (i) each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and
- (ii) the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 10.1(i) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

- 10 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

11 INSURANCE

- 11 1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss

- 11 2 In this Article, **Relevant Loss** means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company