



CERTIFICATE OF INCORPORATION

No. 62216

I hereby certify that

BALMANNO FARMS LIMITED

is this day incorporated under the Companies Acts 1948 to ~~1967~~¹⁹⁷⁶ and that the
Company is Limited.

Given under my hand at Edinburgh the 15 April 1977

DED. R. R. R.

Registrar of Companies

No. of Company *62216/1*

Form No. 81
(No registration
fee payable)

THE COMPANIES ACTS 1948 TO 1967

Declaration of compliance

Pursuant to Section 15(2) of the Companies Act 1948

Name of Company **BALMANNO FARMS** Limited

I, **James Gibson Birrell**
of **Seven Rothesay Terrace, Edinburgh, EH3 7SD**

Do solemnly and sincerely declare that I am (see note (c) below) **a solicitor engaged in the**
formation

of **BALMANNO 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 Declarations Act, 1835.

Declared at **Edinburgh**

the **Seventh** day of **April**

one thousand nine hundred and **seventy-seven**

before me.

James G. Birrell
A Commissioner for Oaths (see note (b) below)

- (a) "a Solicitor of the Supreme Court" (or in Scotland "a Solicitor")
"engaged in the formation", or "a person named in the articles of association as a director", or "a person named in the articles of association as a secretary"
- (b) or Notary Public or Justice of the Peace or Solicitor having the power conferred on a Commissioner for Oaths

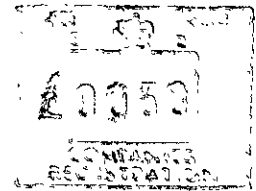
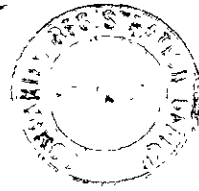
*Delete "Limited" if not applicable.

Presented by: **Brodies, W.S.**
7, Rothesay Terrace,
Edinburgh.

Presenter's reference: **CSRS/AM/9898**

Margin reserved for binding

62216
2



THE COMPANIES ACTS, 1948 to 1976

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES of ASSOCIATION

of

BALMANNO FARMS LIMITED 35

Incorporated the day of 197

BRODIES, W.S.,
7 Rothesay Terrace,
Edinburgh. EH3 7SD

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

MEMORANDUM of ASSOCIATION
of
BALMANNO FARMS LIMITED

1. The name of the Company is:-

BALMANNO FARMS LIMITED

2. The Registered Office of the Company will be situate in Scotland.

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

- (a) To carry on in the United Kingdom and elsewhere the business of farming in all its branches, stock owners and breeders, dairymen, millers, timber growers and salesmen, market gardeners, nurserymen, horticulturalists and seed merchants, wholesale or retail sellers or agents for the sale of farm and garden products and by-products of all descriptions, including manufactured and processed products; and to prepare, manufacture and render marketable any such products.
- (b) To undertake and carry on any other business which may seem to the Company capable of being convenient), carried on in connection with any of the above specified objects, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, and to conduct and carry on any part of the Company's business as a separate concern, and to employ in any such separate business/
- 118

business any particular part of the Company's capital, and to keep separate capital and income accounts of any such separate part of the Company's business and so far as any separate part of the business is the business of an investment or trust company, or of a nature similar thereto, to receive and keep separate the dividends, income, profit, bonuses and advantages of every description from time to time payable or receivable in respect of the Company's investments, and to divide the excess of current receipts over current expenditure relating to such separate part without regard to any fixed capital that may be sunk or lost, or to the loss of capital in any other part of the Company's business.

- (c) To purchase, sell, feu, exchange, improve, grant securities over, rent, let on lease, hire, surrender, license, accept surrenders of, and otherwise acquire and/or deal with any land or interest in land and other property of any tenure or description, and to erect, pull down, repair, alter, develop, hold or otherwise deal with any land or buildings and adapt the same for the purposes of the Company's business.
- (d) To buy, sell, manufacture, repair, alter, improve, manipulate, prepare for market, let on hire and generally deal in all kinds of plant, machinery, apparatus, tools, utensils, materials, produce, substances, articles and things for the purpose of any of the businesses specified herein or likely to be required by customers or other persons having or about to have dealings with the Company.
- (e) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash or to issue any shares, stocks, debentures or debenture stock of this Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the property or business so purchased or acquired.
- (f) To sell, lease, exchange, surrender, or otherwise deal with the whole of the undertaking and assets of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for any shares (whether credited as partly or fully paid up or otherwise) debentures, or securities of any other company, and to divide such part or parts, as may be determined by the Company, of the purchase price, whether in cash, shares or other equivalent, which may at any time be received by the Company on a sale or other dealing with the whole or part of its property, estate, effects and rights, or as the result of any other transaction of the Company, amongst the Members of the Company by way of dividend or bonus in proportion to their shares, or to the amount paid up on their shares, or otherwise to deal with this as the Company may determine.
- (g) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concessions or co-operation with any persons or company carrying on or proposing to carry on any business within the objects of this Company and to take or otherwise acquire and hold shares or stock in, or securities of, and to subsidise or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.

(h) To/

- (h) To promote or form any other company or companies for the purpose of acquiring all or any part of the property and liabilities of the Company for the time being, or for any other purpose which may seem directly or indirectly calculated to benefit the Company, and to pay or contribute towards the preliminary expenses of any such company or companies, or provide the whole or part of the capital thereof, or take shares therein, or lend money thereto upon debentures or otherwise.
- (i) To apply for and otherwise acquire any patents, brevets d'invention, concessions and the like conferring an exclusive or non-exclusive, or limited right to use any process or invention, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit this Company, and to work out, devise, develop, test, demonstrate, improve and perfect any such process or invention, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account any such inventions, processes, brevets d'invention, licences, concessions and the like, and the property, rights and information so acquired.
- (j) To lend money to such persons, upon such terms and subject to such conditions as may be desirable, and with or without security therefor.
- (k) To borrow or raise money or secure the payment of money or performance of obligations (whether by or of the Company or any other person) in such manner as the Directors shall think fit, and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (l) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds and to enter into partnership or any joint pursuit arrangement with any person, persons, firm or company, having for its objects similar objects to those of this Company or any of them.
- (m) To pay for any property, rights, privileges or concessions acquired or agreed to be acquired by the Company, and generally to satisfy any payment due by, or obligation of, the Company, by the issue of shares of this or any other company credited as fully or partly paid up, or of debentures or other securities of this or any other company.
- (n) To draw, make, accept, endorse, negotiate, discount, buy, sell, deal in, execute and issue promissory notes, bills of exchange, debentures, warrants, and other negotiable or transferable instruments, securities or documents.
- (o) To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debenture stocks, or other interests in, or obligations of any other company or corporation, and to invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.
- (p) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing or procuring the underwriting of any of the shares or debentures or other securities of the Company or of any company in which the Company may be interested or propose to be interested, or in or about the conduct of the business of the Company whether by cash payments or the allotment of shares or securities of the Company credited as paid up in full or in part, or otherwise.
- (q) To/

- (q) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company, and the issue of its capital, or for contributing to or assisting any company either issuing or purchasing with a view to issue all or any part of the Company's capital in connection with the advertising or offering of the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or debenture stock.
- (r) To establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, and the wives, widows, families, relations, and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (s) To remunerate any person or company rendering services to the Company, whether by cash payment or by the allotment to him or them of shares, debentures, debenture stock, or other securities of the Company credited as paid up in full or in part or otherwise.
- (t) To distribute any of the assets of the Company among the Members in specie or shares or securities, either by way of dividend, or otherwise, but so that no distribution amounting to a reduction of capital may be made without the sanction of the Court where necessary.
- (u) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem likely directly or indirectly to prejudice the Company's interests.
- (v) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them in any part of the world, and either as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.

AND IT IS HEREBY DECLARED THAT:-

- (i) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership, firm or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere.
- (ii) In this clause, words denoting the singular number only shall include the plural and vice versa.
- (iii) The objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in nowise be limited/

limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.
5. The Share Capital of the Company is £250,000 divided into 250,000 shares of £1 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
Alan. J. Mc Andrew ALAN JAMES MCANDREW 7 Rothsay Terrace Edinburgh Writer to the Signet		One
K.F. Donald. Kenneth Forbes Donald 7 Rothsay Terrace, Edinburgh Law Apprentice		One.
TOTAL SHARES TAKEN		Two

Dated the Seventh day of April 1977

WITNESS to the above Signatures:-

John W Fewkes
JOHN WILLIAM FEWKES
7 ROTHESAY TERRACE
EDINBURGH
LAW ASSISTANT

COMPANY LIMITED BY SHARES

ARTICLES of ASSOCIATION

of

BALMANNO FARMS LIMITED

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained in or made applicable by Part II of Table A in the First Schedule to the Companies Act 1948 (which regulations are hereinafter called Table A) shall apply to the Company but in case of any variation or inconsistency between these Articles and Table A, these Articles shall prevail.

INTERPRETATION

2. In regulation 1 of Part 1 of Table A between the words "regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.

SHARE CAPITAL

3. All shares for the time being created and unissued shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons (including any director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any director) the call of any shares, either at/

at par or at a premium, and for such time and for such consideration as the Directors may think fit.

Save as otherwise directed by the Company in General Meeting the shares in the original or any increased capital of the Company shall on issue be offered to the members in proportion as nearly as possible to the nominal value of the existing shares held by them. Any such offer shall be made in writing specifying the number of shares to which the offeree is entitled and specifying a time being not less than three weeks after the date of despatch of the offer within which it will be open for acceptance. Every acceptance under this Article shall be made in writing sent or delivered to the Secretary. Any shares not so accepted and any shares which, by reason of the ratio which the shares to be issued bear to the shares held by persons entitled to an offer thereof, cannot, in the opinion of the Directors, conveniently be offered under this Article, shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of the same to such persons, at such times and on such terms as they think proper.

LIEN

4. In regulation 11 of Part I of Table A the words "(not being a fully paid share)" and "(other than fully paid shares)" shall be omitted.

CALLS

5. In regulation 15 of Part I of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

TRANSFERS

6. (a) An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and/

and regulation 22 of Part I of Table A shall be modified accordingly.

(b) Regulation 3 of Part II of Table A shall not apply.

(c) For the purposes of this Article, where any person is unconditionally entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be a member of the Company in respect of that share.

(d) No share in the Company shall be transferred save in accordance with the provisions of this Article.

(e) Every member who desires to transfer any share or shares (hereinafter called the vendor) shall give to the Company notice in writing of such desire (hereinafter called "transfer notice") and shall at the same time deposit with the Company the share certificate(s) in respect of such share or shares. Subject as hereinafter mentioned, a transfer notice shall constitute the Company the vendor's agent for the sale of the share or shares specified therein (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the members other than the vendor at a price to be agreed upon by the vendor and the Directors, or, in case of difference, at the price which the auditor of the Company for the time being shall, by writing under his hand certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer.

(f) If the auditor is asked to certify the fair price as aforesaid, the Company shall, as soon as it receives the auditor's certificate, furnish a certified copy thereof to the vendor and the vendor shall be entitled, by notice in writing given to the Company within ten days of the service upon him of the said certified copy, to cancel the Company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the Company unless the vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.

(g)/

(g) Upon the price being fixed as aforesaid and provided the vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member other than the vendor of the number and price of the said shares and invite each such member to apply in writing to the Company within twenty-one days of the date of dispatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application.

(h) A transfer notice may stipulate that unless all the shares specified therein are applied for pursuant to paragraph (g) of this Article none shall be sold, and if the transfer notice does so provide, and if some of the said shares are not so applied for, the Directors shall on the expiration of the said period of twenty-one days return the share certificate in respect of the said shares to the Vendor and advise the members who had made application therefor.

(i) Subject to the provisions of paragraph (h) of this Article, if the said members shall within the said period of twenty-one days apply for all or any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata (as nearly as possible) according to the number of shares in the Company of which the applicants are registered or unconditionally entitled to be registered as holders, provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called an allocation notice) to the vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and/

and not later than twenty-eight days after the date of the notice) at which the sale of the shares so allocated shall be completed.

(j) The vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified; and if he shall fail to do so, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the vendor with full power to execute, complete and deliver, in the name and on behalf of the vendor, transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company, the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the vendor.

(k) During the six months following the expiry of the said period of twenty-one days referred to in paragraph (g) of this regulation, the vendor shall be at liberty to transfer to any persons and at any price (not being less than the price fixed under paragraph (e) of this Article) any share not allocated by the Directors in an allocation notice, provided that, if the vendor stipulated in his transfer notice that unless all the shares specified therein were applied for pursuant to paragraph (g) of this Article none should be sold, the vendor shall not be entitled to sell hereunder a lesser number of shares than the number specified in his transfer notice.

(l) With the consent in writing of all the members for the time being the preceding provisions of this Article may be waived in whole or in part in any particular case.

(m)/

(m) Subject to the provisions of paragraph (n) of this Article, any share may be transferred by a member to the spouse, child or remoter issue or parent, brother or sister of that member, and any share of a deceased member may be transferred by his personal representatives to any widow, widower, child or remoter issue or parent, brother or sister of such deceased member; and shares standing in the name of the representatives of any deceased member may be transferred upon any change of said representatives to the representatives for the time being of such deceased member and the rights of pre-emption hereinbefore conferred in this Article shall not arise on the occasion of any such transfer.

(n) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share, save any transfer made in accordance with paragraphs (d) to (j) inclusive of this Article, which they may decline to register only on the ground that the Company has a lien on the share.

PROCEEDINGS AT GENERAL MEETINGS

7. At the end of regulation 52 of Table A (after the word "auditors") the words "and the fixing of the remuneration of the directors" shall be added.

8. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the Meeting proceeds to business; two members present in person or by proxy shall be a quorum.

9. A poll may be demanded by any member present in person or by proxy and regulation 58 of Part I of Table A shall be modified accordingly.

RESOLUTIONS/

RESOLUTIONS

10. Any such resolution in writing as is referred to in regulation 5 of Part II of Table A may consist of several documents in the like form each signed by one or more of the members (or their duly authorised representatives) referred to in that regulation.

VOTES OF MEMBERS

11. In regulation 62 of Part I of Table A the words "or by proxy" shall be inserted immediately after the words "present in person".

DIRECTORS

12. Regulation 75 of Part I of Table A shall not apply.

Unless otherwise determined by a General Meeting, the number of Directors shall not be less than three nor more than seven.

The first Directors shall be appointed in writing by the subscribers to the Memorandum of Association or a majority of them.

13. Regulation 76 of Part I of Table A shall not apply. The remuneration of the Directors shall be determined by the Company in General Meeting from time to time. Such remuneration shall be divided among the Directors in accordance with the determination of the Company in General Meeting or in such proportions as may be agreed by all the Directors; but, in default of such determination or agreement, if all the Directors have been in office throughout the year, the remuneration shall be divided equally among them, and if they have not, it shall be divided among them rateably in proportion to the parts of the year during which they have respectively been Directors. The Directors (including alternate Directors) may also be repaid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company.

14./

14. Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company, or who travels to or resides in any place other than where he usually resides for the purpose of discharging his duties may be paid such extra remuneration (whether by way of lump sum, commission or participation in profits or otherwise) as the Directors may determine.

15. Regulation 77 of Part I of Table A shall not apply. A Director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or any separate meeting of the holders of any class of shares of the Company.

BORROWING POWERS

16. The proviso to regulation 79 of Part I of Table A shall not apply.

POWERS AND DUTIES OF DIRECTORS

17. Paragraphs (2) and (4) of regulation 84 of Part I of Table A shall not apply. A Director may vote in respect of any contract or arrangement notwithstanding that he may be interested therein and if he does so his vote shall be counted and he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.

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

19. Subject to Section 199 of the Companies Act 1948, any Director or other officer or member of the Company shall be entitled to contract with the Company and to engage in any transaction with it on such terms as may be considered expedient and shall be in no/

no wise liable to account for any profit realised by any such contract or transaction, nor shall he be excluded from voting upon such contract or transaction.

PENSIONS AND ALLOWANCES

20. Regulation 87 of Part I of Table A shall not apply.

The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death, to any person or to the widow or dependants of any person in respect of services rendered by him to the Company in any office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company, notwithstanding that he may be or may have been a Director of the Company and the Company may make payments towards insurances or trusts for such purposes in respect of such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

DISQUALIFICATION OF DIRECTORS

21. In regulation 88 of Part I of Table A paragraph (a) shall be modified by deleting the words and figures "or 185" and paragraph (f) shall not apply.

APPOINTMENT OF DIRECTORS

22. Regulation 97 of Part I of Table A shall not apply. At any time from time to time the Company may (without prejudice to the powers of the Directors under regulation 95 of Part I of Table A) by ordinary resolution appoint any person a Director (but so that the maximum number of Directors from time to time fixed in accordance with these Articles is not exceeded) and determine the period for which such person is to hold office.

PROCEEDINGS OF DIRECTORS

PROCEEDINGS OF DIRECTORS

23. Regulation 106 of Part I of Table A shall not apply. A resolution in writing signed or approved and sent by letter, telegram or cablegram by all the Directors or by each Director or his alternate shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held and when signed may consist of several documents each signed by one or more of the persons aforesaid.

ALTERNATE DIRECTORS

24. (a) Each Director shall have power from time to time to nominate any person being either a Director or a person who has been approved for the purpose by a majority of the other Directors to act as his alternate Director and at his discretion to remove such alternate Director.

(b) An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) shall be entitled while he holds office as an alternate Director to receive notices of all meetings of the Directors and to attend speak and vote at any such meeting at which his appointor is not present.

(c) Any appointment or removal of an alternate Director may be made by cable, telegram or radiogram or in any other manner approved by the directors. Any cable, telegram or radiogram shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile.

(d) The remuneration of any alternate Director shall be payable out of the remuneration of the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

(e) If a Director making any such appointment as aforesaid shall die/

die or otherwise cease to be a Director, the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director.

(f) Every person acting as an alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him.

(g) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

WINDING UP

25. 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 DESCRIPTION of SUBSCRIBERS

Alan J. McAndrew
ALAN JAMES McANDREW
7 Rotheray Terrace, Edinburgh
Writer to the Signet
K.F. Donald.
Kenneth Forbes Donald.
7 Rotheray Terrace, Edinburgh
Law Apprentice.

DATED the Seventh day of April 1977
WITNESS to the above Signatures:-

John W. Henson.
JOHN WILLIAM HENSON
7 ROTHERAY TERRACE



THE COMPANIES ACTS 1948 TO 1976

Form No. 1

Statement of first directors and secretary and intended situation of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

1

Please do not
write in this
binding margin

Please complete
legibly, preferably
in black type, or
bold black lettering

Name of Company

Company number

62216

5

* delete
inappropriate

BALMANNO FARMS

Limited*

The intended situation of the registered office of the company
on incorporation is as stated below

BALMANNO ESTATE, by Perth

If the memorandum is delivered by an agent for the subscribers of
the memorandum, please mark 'X' in the box opposite and insert the
agent's name and address below

X

BRODIES, W.S.,

7 Rothesay Terrace,

Edinburgh, EH3 7SD

If the spaces provided on page 2 are insufficient and use has been made
of continuation sheets (see note 1), please enter in the box opposite
the number of continuation sheets which form part of this statement

Presenter's
reference (if any):

CSRS/AM/9808

BRODIES W.S.
7 ROTHESAY TERRACE,
EDINBURGH.

For official use
General section

Post room

COMPANIES ACTS 1976

10/11/77

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



Important
The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	Business occupation
THE HONOURABLE JAMES MICHAEL EDWARD BRUCE	Company Director
Former name(s) (note 3)	Nationality
Address (note 4) Park House, Balmanno, by Perth	British
	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5) Scottish Woodland Owners Association (Commercial) Ltd.; Carribees Limited; Craigend Property Company Limited; Kirkforthar Brick Company Limited; Streetfield Property Company; Scottish Woodland Owners Association Limited.	
I hereby consent to act as director of the company named on page 1	
Signature <i>J. Bruce</i>	Date 29/4/77

Name (note 2)	Business occupation
COLIN STRATHEARN ROPNER STROYAN	Writer to the Signet
Former name(s) (note 3)	Nationality
Address (note 4) 16 Gamekeepers Road, Edinburgh.	British
	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5) See attached list overleaf	
I hereby consent to act as director of the company named on page 1	
Signature <i>C. S. Stroyan</i>	Date 9/5/77

Name (note 2)	Business occupation
WILLIAM DAVID COATS	COMPANY DIRECTOR
Former name(s) (note 3)	Nationality
Address (note 4) The Cottage, Symington, Ayrshire	British
	Date of birth (where applicable) (note 6)
Particulars of other directorships (note 5) The Caledonian Trust Company Ltd.; The Clydesdale Bank Ltd.; The Weir Group Ltd.; South of Scotland Electricity Board; Streetfield Property Company; Coats Patons Limited.	
I hereby consent to act as director of the company named on page 1	
Signature <i>W. Coats</i>	Date 3/5/77

Please do not
write in this
binding margin

Important

The particulars
to be given are
those referred to
in section
21(2)(b) of the
Companies Act
1970 and section
209(3) of the
Companies Act
1948. Please
read the notes
on page 4 before
completing this
part of the form.

The name(s) and particulars of the person who is, or the persons who are,
to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 2 & 7)	RONALD GILLESPIE
Former name(s) (note 3)	
Address (notes 4 & 7)	Baiglie Cottage, Aberargie by Perth
I hereby consent to act as secretary of the company named on page 1	
Signature	<i>R. Gillespie</i>
Date 29th April, 1977	

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	
Date	

* as required by
section 21(3) of
the Companies
Act 1976

Signed by or on behalf of the subscribers of the memorandum*

† delete as
appropriate

Signature *Alan J. McAndrew* [Subscriber] [Agent]† Date 28 April 1977

Signature *K.F. Donald* [Subscriber] [Agent]† Date 9th May 1977