

THE COMPANIES ACT, 1948."



A Co.
Companies
Registration
Fee Stamp
must be
affixed
here.

Declaration of Compliance

requirements of the Companies Act, 1948, made pursuant to S. 15 (2) of the said
behalf of a Company proposed to be registered as PIC IMPROVEMENT

COMPANY **LIMITED.**

Henry George Boughton
10 Grosvenor Park, Chesham, Bucks.

ly and sincerely declare that I am ^(*) a person named in the
Articles of Association as a Director

PIC IMPROVEMENT COMPANY

Limited,

(*) Here insert
either "a Solicitor
of the Supreme
Court engaged in
the formation
of"
"a person named
in the Articles of
Association as a
Director"
or
"a person named
in the Articles of
Association as the
Secretary" as the
case may be.

I the requirements of the Companies Act, 1948. in respect of matters precedent
formation of the said Company and incidental thereto have been complied with.
I make this solemn Declaration conscientiously believing the same to be true and by
virtue of the provisions of the "Statutory Declarations Act, 1835."

Chesham in the
County of Bucks
on the 10 day of January
1948 and nine hundred and sixty two
John R. Stanley
A Commissioner for Oaths.

H. Boughton.

for registration by

SHAW & BLAKE, LIMITED,

Company Registration Agents, Printers & Stationers,

8, Bell Yard, Temple Bar, London, W.C. 2

of Company

716304/2

716304/2



TO BE FILED WITH THE MEMORANDUM OF ASSOCIATION

STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp
1891. (NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for
y £100 or fraction of £100—Section 41, Finance Act, 1933.)

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

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

85 & 86, LONDON WALL, LONDON, E.C.2;

49, PARLIAMENT STREET, WESTMINSTER, S.W.1; 107, PARK LANE, MARBLE ARCH, W.1;

77, COLMORE ROW, BIRMINGHAM, 3; 109, THE HEATROW, LEEDS, 1;

12 & 14, BROWN STREET, MANCHESTER, 2.

by

Condon & Co., Ltd., City Gate House,

Finchbury Square, London N.C.2.



[C.A.30]

6/56

10 NOMINAL CAPITAL of £100,000

Limited

£ Twenty-five thousand divided into 25000 shares of £ one each

Signature

M. Boughton.

Director

State whether Director or Secretary.

ate 20th day of January, 1962.



COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

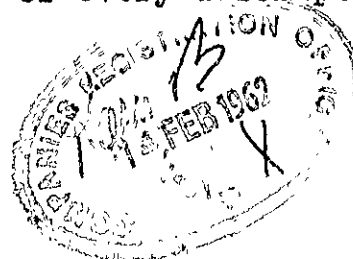
PIG IMPROVEMENT COMPANY LIMITED ✓

1. The name of the Company is "PIG IMPROVEMENT COMPANY 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 the business of the breeding, production and sale of farm animals and in connection therewith to carry out research into animal diseases of every kind and into the economics of animal husbandry for the production of breeding stock and food.
- (b) To carry on the business of farming in all its branches, including the growing, manufacturing, marketing, buying, selling, and dealing of and in fruit, vegetables, cereals, milk, butter, cheese, eggs, honey, cream, poultry, bacon, lard, hay, straw and foodstuffs and produce of every description.
- (c) To carry on business as corn and flour millers, and as growers of and wholesale and retail dealers in flowers, trees, shrubs, bulbs, seeds, and fertilizers, foodstuffs and manures and as wholesale and retail butchers and as importers, breeders, graziers, slaughterers, and dealers and merchants generally in cattle, sheep, pigs, and other animals and meat of every description.



- (d) To carry on any other business similar to or complementary to the foregoing businesses or which in the opinion of the Company can be conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company.
- (e) To buy, take on lease or hiring agreement or otherwise acquire, land or any other property, real or personal, movable or immovable, or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
- (f) To take out, apply for and acquire by original grant or by transfer or assignment or otherwise letters patent, brevets d'invention, licences, concessions, secret processes and inventions and to use and exercise the same or to sell, assign and develop the same or grant licences in respect thereof or otherwise turn the same to the advantage of the Company.
- (g) To erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not.
- (h) To invest the money of the Company in any manner that the Company may think fit.
- (i) To enter into partnership or joint venture agreement with or to make any agreement or arrangement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof or to amalgamate with any such company, firm or person.
- (j) To sell the whole or any part of the undertaking of the Company for cash, shares, debentures or any other consideration.
- (k) To acquire by purchase or otherwise and either for cash, shares or debentures in the Company or any other consideration any other business or any interest therein which in the opinion of the Company may be conveniently or profitably combined with the business of the Company.
- (l) To lend money to customers and others and to guarantee the observance and performance of obligations and contracts by customers and others.
- (m) To borrow money and secure the repayment thereof by the creation and issue of mortgages, debentures, debenture stock or other securities.
- (n) To draw, make, endorse, accept, discount and negotiate, bills, notes, warrants and negotiable instruments of all kinds.

- (o) To remunerate any company, firm or person for services rendered in the promotion of the Company or the issue or placing of the shares, stock, debentures, debenture stock or other obligations of the Company and to pay all expenses incurred in connection with such promotion or the creation, issue and placing of any such shares, stock, debentures, debenture stock or other obligation.
- (p) To grant pensions to employees and ex-employees and Directors and ex-Directors or other officers or ex-officers of the Company their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object.
- (q) To promote or assist in the promotion of any company having objects similar to or complementary to the objects of the Company and to subscribe, underwrite, buy or hold the shares, stock, debentures, debenture stock or other obligations of such company.
- (r) To promote the Company's interests by advertising its products and services in any manner and in particular to give prizes or gifts to customers or potential customers and to promote or take part in competitions, displays and exhibitions.
- (s) To distribute all or any of the assets of the Company in specie between the members of the Company in accordance with their rights.
- (t) To do all or any other acts and things which in the opinion of the Company may be conducive or incidental to the objects of the Company.
- (u) To do all such things in any part of the world either as principal or agent and either alone or in conjunction with any other person, firm or company.

All of the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

4. The liability of the members is limited. ✓

5. The share capital of the Company is £25,000 divided into 25,000 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
<p>Henry George Boughton. <i>it of the</i> <i>Farmer</i> ✓</p> <p>Little Poxmon Farm <i>The Vale</i> <i>Bisham Bucks.</i></p> <p>Andrew Swinton Metville <i>Farmer</i> ✓</p> <p><i>The Grange</i> <i>Eastbury</i> <i>Newbury</i> <i>Berkshire</i></p>	<p>One</p> <p>One</p>

DATED this 20th day of January 1962

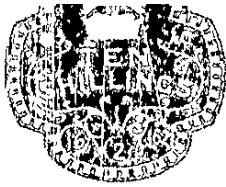
WITNESS to the above signatures :- *Harold Stobart*

Elmsfield Dairy Farm

Chipping Norton

Oxon

Farmer.



715304



THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES.

Articles of Association

OF

PIG IMPROVEMENT COMPANY LIMITEDPRELIMINARY

1. The Regulations set out in Table A (Part II) of the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A") shall except as hereinafter provided apply to the Company and Regulation 1 of Part I of Table A shall apply to the construction of these Articles.

2. Regulations 2, 3, 40 to 43 (inclusive), 62, 66, 75, 84, 88, 107, 108, 110 and 134 of Part I of Table A and Regulation 3 of Part II of Table A shall not apply to the Company. 8

CAPITAL

3. The initial share capital of the Company is £25,000 divided into 25,000 shares of £1 each. ✓

4. The shares of the Company whether forming part of the original capital or of any increased capital may be allotted or otherwise disposed of to such persons and for such consideration and upon such terms as the Directors may determine subject in the case of any shares forming part of any increased capital to such directions as to the allotment or disposal thereof as may be given by the Company in general meeting at the time of the creation of such shares and subject also to the provisions of Regulation 2 of Part II of Table A.

5. Subject to the provisions of Section 58 of the Act any Preference Shares may be issued on the terms

that they are, or at the option of the Company are liable to be redeemed.

VARIATION OF RIGHTS

6. If any such separate general meeting as is referred to in Regulation 4 of Part I of Table A shall be adjourned by reason of there being no quorum present and if at the adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting the holders of shares of the class present shall be a quorum.

TRANSMISSION OF SHARES

7. Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, husband, wife, nephew or niece of such member and any share of a deceased member may be transferred to any such relative as aforesaid of the deceased member or to the executors or administrators of any such deceased member.

8. Subject to the restrictions of these Articles Ordinary Shares may be transferred to any person only if the written consent of all the Directors for the time being has been first obtained and in the event of such consent being withheld the provisions of Articles 9 to 13 shall apply.

9. In the event of the written consent as required by Article 8 being withheld the person proposing to transfer any Ordinary Shares (hereinafter called "the proposed transferor") shall give notice in writing (hereinafter called "a transfer notice") to the Company that he desires to transfer the same. Such notice shall constitute the Company his agent for the sale of the shares to any member of the Company, at the price hereinafter defined as the fair price. A transfer notice may include several 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.

10. The Auditor or Auditors for the time being of the Company shall on the application of the Board of Directors for the time being of the Company certify in writing the sum, which in his or their opinion is the fair price of an Ordinary Share as between a willing buyer and willing seller and in so certifying the Auditor or Auditors 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.

11. Upon the price being fixed as aforesaid the Board shall forthwith give notice to all the members of the Company holding Ordinary Shares of the number and price of the Ordinary Shares to be sold and invite each of them to state in writing within twenty-eight days from the date of the said notice whether he is willing to purchase any and if so what maximum number of the said Ordinary Shares.

12. At the expiration of the said twenty-eight days the Board shall allocate the said Ordinary Shares to or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as may be pro rata according to the number of Ordinary Shares already held by them respectively provided that no member shall be obliged to take more than the said maximum number of Ordinary Shares so notified by him as aforesaid. Upon such allocation being made the Vendor shall be bound on payment of the said price to transfer the Ordinary Shares to the purchaser or purchasers. If he make default in so doing the Chairman for the time being of the Directors of the Company or failing him one of the Directors duly nominated by resolution of the Board for that purpose shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the Ordinary Shares to the purchasing member and the Board may receive and give a good discharge for the purchase money on behalf of the Vendor and enter the name of the purchaser in the Register of Members as holder by transfer of the said Ordinary Shares purchased by him.

13. In the event of the whole of the said shares not being sold under Articles 9 to 12 the Vendor may at any time within six months after the expiration of the said twenty-eight days transfer the shares not so sold to any person (subject to Regulation 24 of Part I of Table A as varied by these Articles) and at any price.

14. Clauses 8 to 13 of these Articles shall not apply to a transfer merely for the purpose of effectuating the appointment of new trustees, nor to a transfer by personal representatives to a legatee under the Will of, or to the persons entitled under Sections 46 and 47 of the Administration of Estates Act, 1925 (as subsequently amended) upon the death of a member, nor to a transfer by a trustee to a beneficiary, provided that it is proved to the satisfaction of the Board that the transfer bona fide falls within one of these exceptions.

15. The proviso to Regulation 32 of Part I of Table A shall not apply.

VOTES OF MEMBERS

16. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder.

DIRECTORS

17. The number of Directors shall not be less than two or more than eight and the first Directors of the Company shall be HENRY GEORGE BOUGHTON, Little Pressmore Farm, Chesham, Bucks., Farmer, BERNARD MICHAEL COOK, Shillingford Farm, Shillingford, Oxon., Farmer, ANDREW

SWINTON MELVILLE, The Grange, Eastbury, Newbury, Berks., Farmer, MICHAEL NICHOLSON, Manor Farm, Bucknell, Bicester, Oxon., Farmer and KENNETH WOOLLEY, Peads and Barnettts Farm, Frilford, Abingdon, Berks., Farmer.

POWERS AND DUTIES OF DIRECTORS

18. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in manner required by Section 199 of the Act. A Director may vote in respect of any such contract or proposed contract and if he do so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.

19. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

20. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director to act as Auditor of the Company.

21. The office of Director shall be vacated if the Director :-

- (a) Ceases to be a Director by virtue of Section 182 of the Act.
- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act, or
- (d) Becomes of unsound mind, or
- (e) Resigns his office by notice in writing to the Company.

BORROWING POWERS

22. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

MANAGING DIRECTORS AND MANAGERS

23. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such

appointment. A Director so appointed shall not whilst holding any such office be subject to retirement by rotation or be taken into account in determining the number of Directors to retire by rotation or the rotation of retirement of Directors but his appointment shall be subject to the payment to him of such compensation or damages as may be payable to him by reason thereof be automatically determined if he cease from any cause to be a Director.

24. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

SECRETARY

25. The first Secretary shall be appointed at the first meeting of the Directors. Any Secretary for the time being of the Company may subject to the terms of any agreement between him and the Company be removed by the Directors and another appointed in his place. The Secretary may be appointed for such term at such remuneration and on such terms as the Directors may think fit. If at any time there shall be no Secretary or for any reason no Secretary capable of acting the Directors may appoint an assistant or deputy Secretary.

NOTICES

26. Notice of every general meeting shall be given in manner authorised by Table A to every member except those members who are by these Articles disentitled from receiving such notices and those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Henry George Boughton

Farmer

Little Rowson Farm

The Vale

Chertam

Bucks

Andrew Samuel Neville Farmer

The Lodge

Eastbury

Newbury

Bucks

DATED this 20th day of January 1962.

WITNESS to the above signatures :-

Harold Stobart

Emmsfield Dairy Farm

Chipping Norton

Oxon

Farmer

C. 173

DUPLICATE FOR THE FILE

No. 716394



Certificate of Incorporation

I Hereby Certify, that

PIG IMPROVEMENT COMPANY LIMITED

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

Given under my hand at London this **Twenty-sixth** day of
February One Thousand Nine Hundred and Sixty **two.**

[Signature]
Registrar of Companies.

Certificate
received by *[Signature]*
A. J. H. Ward, 17/2/62.

...Date...