



CERTIFICATE OF REGISTRATION OF A LIMITED PARTNERSHIP

Partnership Number

1417

I hereby certify that the firm

AVOCHIE HOME FARM PARTNERSHIP

having lodged a statement of particulars pursuant to section 8
of the Limited Partnerships Act, 1907, is this day registered as
a limited partnership.

Signed at Edinburgh

15 December 1989

 Registrar of Limited Partnerships

Registration No

SL 1417/1

Form No. L.P.5

(Registration fee £2)

(Capital duty also payable)

LIMITED PARTNERSHIPS ACT 1907

Application for Registration of a Limited Partnership and Statement of particulars and of the amounts contributed (in cash or otherwise) by the Limited Partners

(Pursuant to Section 8 of the Limited Partnerships Act 1907 and Section 47 of the Finance Act 1973)

Name of firm or partnership AVOCHIE HOME FARM PARTNERSHIP

We, the undersigned, being the partners of the above-named firm, hereby apply for registration as a limited partnership and for that purpose supply the following particulars:

The general nature of the business

AGRICULTURE

The principal place of business

AVOCHIE HOME FARM,
HUNTLY,
ABERDEENSHIRE

The term, if any, for which the partnership is entered into

5 YEARS FROM 15/12/89

If no definite term, the conditions of existence of the partnership

Date of commencement

15/12/89

The partnership is limited and the full name and address of each of the partners are as follows:

General partners Alexander Morrison, Mrs Margaret Ann Morrison, Alexander Pirie Morrison and Mrs Alice Jane Morrison, all The Haddoch, Huntly, Aberdeenshire, as Partners of and Trustees of the Firm of A & A P Morrison.

Limited partners

Donald Alexander Gillies Shields,
Parwich Hall, Ashbourne, Kent.

Michael Guy Copestake, Solicitor
of Hungry Bently Hall Sudbury.

John Martin Crane, Solicitor,
Ashby de La Zouch as Trustees

of Robert Shields Childrens Trust.

TOTAL

Amounts
Contributed (1)

£100 contributed
in total by the
three Limited
Partners.

Capital duty
payable (2)

Signatures of all the partners

Alex Morrison

XAM

Donald A. Shields

XDACIS

Margaret A. Morrison

XMAW

Alex P. Morrison

XAPM

Alice J. Morrison

XAJM

Presented by:

A. & A. P. Morrison

AIAPM

John Martin Crane

XMGC

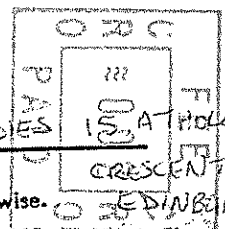
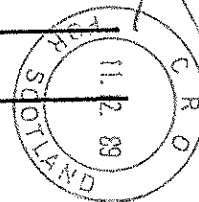
Date 5/12/89

Presentor's reference:

HDIAJN 1. BRODIES

Notes

- (i) State amount contributed by each limited partner, and whether paid in cash, or how otherwise.
- (ii) The capital duty is £1 for every £100, or part of £100, contributed by each Limited Partner.



BRODIES

SOLICITORS



15 ATHOLL CRESCENT
EDINBURGH EH3 8HA
TELEPHONE 031-228 3777
R.E. ED 10. TELEX 727 129
FAX 031-228 3878

The Registrar of Companies,
Companies Office,
George Street,
Edinburgh

OUR REF

HD/AJN/A0630/007

YOUR REF

DATE

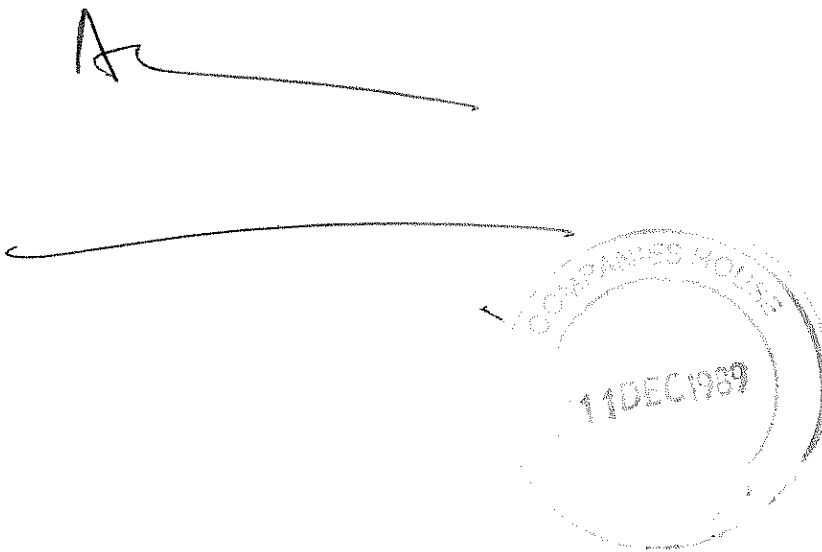
7th December 1989

Dear Sir,

Avochie Home Farm Partnership

We enclose Form LP5 in respect of the Registration of Avochie Home Farm Partnership. We also enclose cheque for £2 in payment of your fee. We also enclose a copy of the Limited Partnership Agreement.

Yours faithfully,





PARTNERS
COLIN S.R. STROYAN
EVAN J. CUTHBERTSON
J. RONALD GARDINER
GEORGE L. TAYLOR
PATRICK K. STIRLING-AIRD
JAMES G. CLARK
MICHAEL N.C. GASCOIGNE
DAVID S. WILLIAMSON
DAVID J. WALKER
KAREN BRUCE LOCKHART

JAMES F. McLAREN
JOHN E.G. HENDRY
W. JAMES C. HENDERSON
ANDREW M.C. DALGLEISH
ALAN J. McANDREW
HEW D.K. DALRYMPLE
HUGH J. STEVENS
DAVID H. HOULDSWORTH
ALISTAIR C. CAMPBELL
DAVID W.A. GUILD
K.P. DALE STRACHAN

LINDA M. KINNIBURGH
RICHARD F. FILLEUL
DAVID C. MACARTNEY
JOYCE CULLEN
WILLIAM DRUMMOND
JULIAN C.A. VOGUE
MOIRA E. CLARK
SOMERLED M. NOTLEY
CHARTERED SURVEYORS
J. MARK GIBSON
MARK G. ATKINSON

ASSOCIATES
IRENE E. BROWN
PETER G.S. BARCLAY
CHARLES SMITH

TAX ADVISORS
GEORGE C. DOUGLAS
ROBERT W. PAGE
IAIN B. SIME

PARTNERSHIP SECRETARY
THOMAS WEBSTER

PARTNERSHIP AGREEMENT

between

DONALD ALEXANDER GILLIES SHIELDS, Parwich Hall, Parwich, Ashbourne, Derbyshire, JOHN MARTIN CRANE, Solicitor of Ashby de la Zouch, Leicestershire, and MICHAEL GUY COPESTAKE, Solicitor of Hungry Bentley Hall, Longford, Sudbury, Derbyshire, the present Trustees acting and assumed in terms of the settlement of ROBERT JOHN GILLIES SHIELDS dated 21st October, 1983 (who and whose permitted assignees are hereinafter referred to as "the Limited Partner")

OF THE ONE PART

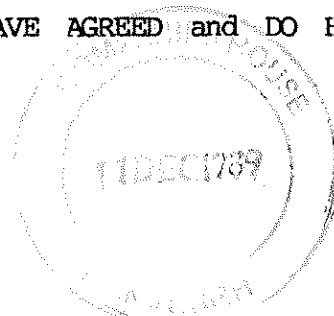
and

(ONE) ALEXANDER MORRISON (TWO) MRS. MARGARET ANN MORRISON (THREE) ALEXANDER PIRIE MORRISON (FOUR) MRS. ALICE JANE MORRISON ALL residing at The Haddoch Huntly Aberdeenshire being the Partners of and Trustees in the firm of Messrs A & A P Morrison of The Haddoch, Huntley, Aberdeenshire (hereinafter referred to as "the General Partners")

OF THE OTHER PART

WHEREAS the parties hereto have agreed to enter into partnership with each other specifically with the intention of obtaining in the name of such partnership a tenancy of the Farm and Lands of Avochie Home Farm in the Parish of Huntly and the County of Aberdeen AND WHEREAS after the granting of that tenancy they intend to carry on in partnership the business of farming on the said Farm and Lands and for this purpose they have resolved to enter into this Partnership Agreement THEREFORE the parties hereto HAVE AGREED and DO HEREBY AGREE and DECLARE as follows

(a)/



(FIRST) For the purposes of Section 4(2) of the Limited Partnerships Act 1907 (hereinafter referred to as "the 1907 Act")

(a) the partnership hereby constituted (hereinafter referred to as "the Partnership") shall be a limited partnership

(b) the Limited Partner shall be a limited partner and

(c) the General Partners shall be general partners

and the Partnership shall be subject to the provisions of the 1907 Act insofar as not expressly and lawfully varied by these presents

(SECOND) The firm-name shall be "AVOCHIE HOME FARM PARTNERSHIP" or such other name as the partners of the Partnership may from time to time agree under which the whole business of the Partnership shall be carried out on the said Farm and Lands

(THIRD) The Partnership shall notwithstanding the date or dates hereof be deemed to have commenced on the Fifteenth day of December Nineteen hundred and eighty-nine and shall be dissolved and terminate automatically without the requirement of further notice by or to any party on the date of the first to occur of

(a) the expiry of a period of 5 years commencing on the Fifteenth day of December Nineteen hundred and eighty-nine

(b) the termination of the said tenancy

(c) the granting of a trust deed for behoof of his, her or their creditors by or the sequestration or bankruptcy of any of the General Partners

(d) the dissolution of the Partnership in terms of a written notice to that effect served by the General Partners on the Limited Partner no later than one year prior to the date on which such dissolution is to take effect

(e)/

(e) the death or retirement of all the General Partners but notwithstanding the foregoing provisions and in the event only of the Partnership continuing as a partnership-at-will for any reason beyond its automatic termination as hereinbefore provided for the Limited Partner may notwithstanding the terms of Section 6(5)(e) of the 1907 Act on giving prior written notice to the General Partners terminate the Partnership on any date occurring not less than six months after the date of such written notice and shall up to the date of termination of such partnership-at-will remain a limited partner within the meaning of the 1907 Act

(FOURTH) For the purposes of Section 4(2) of the 1907 Act the Limited Partner is hereby stated to have contributed the sum of One Hundred Pounds Sterling as capital of the Partnership which sum of contributed capital shall be repaid to the Limited Partner only upon termination of the Partnership and all other capital required from time to time by the Partnership shall be contributed by the General Partners

(FIFTH) The net annual profits of the Partnership after paying interest at the rate of fifteen per centum per annum to the Limited Partner on the said sum of contributed capital shall be credited to the General Partners

(SIXTH) With reference to Section 6(5) (b) of the 1907 Act the consent of the General Partners to an assignment of the share of the Limited Partner in the Partnership shall not in the case of an assignment to a person or body connected with the Limited Partner be required and shall not in the case of such an assignment to any other person or body be withheld unreasonably by the General Partners

(SEVENTH)/

(SEVENTH) Notwithstanding the terms of Section 6(5) (d) of the 1907 Act the General Partners shall not be entitled to introduce any person or body as a partner in the Partnership whether as a general partner or as limited partner nor shall the General Partners be entitled to assign the whole or any part of his, her or their share in the Partnership

(EIGHTH) The parties hereto shall sign all documents required for registration of the Partnership in terms of Section 5 and 8 and 9 of the 1907 Act and all notices required when applicable in terms of Section 10 of the 1907 Act and until the Partnership has been registered in terms of Sections 8 and 13 of the 1907 Act the General Partners shall indemnify and hereby indemnify the Limited Partner of and from all debts and liabilities of the Partnership over and above the said sum of capital contributed by the Limited Partner

(NINTH) The General Partners shall be wholly responsible for procuring compliance with the terms of Section 4 of the Business Names Act 1985 or any statutory re-enactment or amendment thereof insofar as they affect the Partnership and the partners therein and shall indemnify and hereby indemnify the Limited Partner in respect of any loss or consequence to the Limited Partner in the event of failure by the General Partners to procure such compliance

(TENTH) Any difference or question which may arise between the partners in the Partnership as to the meaning of these presents or their rights and liabilities hereunder or in the winding up of the Partnership or the affairs of the Partnership whether during its subsistence or after its dissolution or termination shall be ascertained by reference to a sole arbiter mutually chosen by the partners in the Partnership or in the event/

event of disagreement as to such arbiter by a sole arbiter appx
by the Sheriff of Grampian Highland & Islands at Aberdeen IN WITNE

WHEREOF these presents typewritten on this and the four
preceding pages are executed as follows, by John Martin
Crane at Ashby de La Zouch on the Twenty seventh day
of October Nineteen hundred and Eighty nine before these
these witnesses Martin Glyn Scott-Jones, Solicitor and
Gillian Gibbons, Secretary both of Thirty South Street,
Ashby de La Zouch, by Michael Guy Copestake at Derby
on the First day of November in the year lastmentioned
before these witnesses Linda Valerie Pitchers, Secretary
Forty four Leslie Close, Littleover, Derby and Brenda
Southey, Secretary Twenty six Birchwood Avenue, Littleover,
Derby, by the said Donald Alexander Gillies Shields
at Longcliffe, Brassington, Derby on the Sixth day of
the month and year lastmentioned before these witnesses
Michael Frederic Hyde, Company Secretary Twenty six
Greenway, Ashbourne, Derbyshire and Susan Smith, Director's
Secretary Brook Bank, Fenny Bentley, Ashbourne, Derbyshire,
by Mrs Alice Jane Morrison, Alexander Pirie Morrison,
Mrs Margaret Ann Morrison, Alexander Morrison all together
at Huntly on the Fifth day of December in the year lastmentioned
before these witnesses John Alexander Christie and Marie
Jessiman both Solicitors of Twenty seven/Twenty nine
Duke Street, Huntly, the Firm Name of Messrs A & A P
Morrison being adhibited by the said Alexander Pirie
Morrison before the said witnesses.

X	M. F. Hyde		X	Donald A. B. Shields	
X	S. Scott-Jones	Witness	X		D A G S
X	G. Gibbons	Witness	X		S m c
X	B. Southey	Witness	X		m s c
X	L. P. Pitchers	Witness	X		
X	John A. Christie, W. Huntly	Witness	X	Alex Morrison	A m
X	Marie Jessiman	Witness	X	Margaret A. Morrison	m s m A m
X	John A. Christie, W. Huntly	Witness	X	Alex. P. Morrison	A P m
X	Marie Jessiman	Witness	X	Alice J. Morrison	m s A J m
X	Marie Jessiman	Witness	X	A. & A. P. Morrison	A & A P Morrison Firm m s m