



CERTIFICATE OF REGISTRATION OF A LIMITED PARTNERSHIP

Partnership Number
2006

I hereby certify that the firm

West Kirkcarswell Farming Company

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

4 November 1992


Registrar of Limited Partnerships

Registration No *SL 2006*

Form No. L.P.5
COMPANIES ACT 1907
FEE (Registration fee £2)
(Capital duty also payable)

LIMITED PARTNERSHIPS ACT 1907 EDINBURGH

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 *West Kirkcarsewell Farming Company*

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
Farming

The principal place of business
West Kirkcarsewell, Dundrennan

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

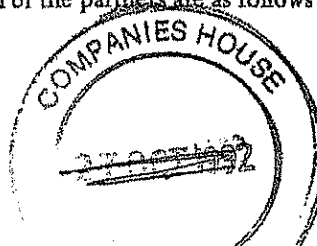
If no definite term, the conditions of existence of the partnership

Date of commencement *28th November, 1991*

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

General partners

*Robert McCreath Wallace,
Balmangan,
Dundrennan,
Kirkcudbright*



Limited partners

*Mrs. Catherine Jane Elvy, residing at
Auchendrane, by Ayr
Mrs. Frances Anne MacGill or Dupuy
residing at Poundland, Kelkerran,
Maybole, Ayrshire*

Amounts
Contributed (1)

Capital duty
payable (2)

£ 1,000

£ 10.00

£ 1,000

£ 10.00

TOTAL

£ 2,000

£ 20.00

Signatures of all the partners

*R. Wallace
J. MacGill
F. Dupuy*

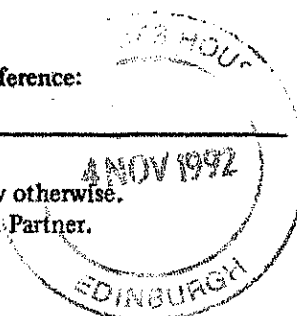
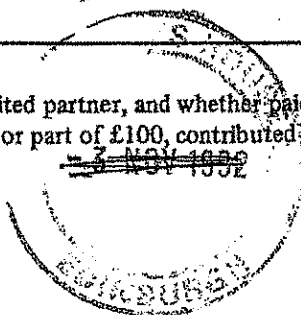
Date *28th November, 1991*

Presented by:

Presentor's reference:

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.



and is sent in a prepaid letter by recorded delivery service to the usual abode of the deceased partner at his or her death.

NINETEENTH

Registration

The Parties consent to registration hereof and of any Decree or Decrees Arbitral following hereon for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the six preceding pages are subscribed by the said Mrs. Catherine Jane Elvy at Auchendrane, by Ayr on the Twenty Seventh day of November Nineteen Hundred and Ninety One before these witnesses Veronica Lawrence, of Garden House, Auchendrane, by Ayr and Priscilla Kennedy, Housewife, of Doonholm, Alloway, Ayr, by the said Miss Frances Anne MacGill at Glasgow on the said day of the said month and year last mentioned before these witnesses Gillian Anne Saunders, Directors Assistant, of One Hundred and Ninety Nine Bonnyton Drive, Eaglesham, Glasgow and June Margaret Shearer, Librarian, of Thirty Seven Bankory Avenue, Glasgow and by the said Robert McCreath Wallace at Kirkcudbright on the Ninth day of December in the year last mentioned before these witnesses William Dick Henry, Solicitor and Colvin Hope, Cashier both of Thirteen Saint Mary Street, Kirkcudbright

Veronica Lawrence
Priscilla Kennedy

Jane Elvy

Gillian Saunders

Frances MacGill

J. Shearer

William Dick Henry

Colvin Hope witness

R. M. Wallace

FIFTEENTH Each partner may directly or indirectly carry on or be
Other concerned or interested whether alone or jointly with others, as director, manager,
Business agent or employee of any other person or corporation in any business other than that of
Interests the partnership notwithstanding that it is of the same nature and competing with the
business of the partnership.

SIXTEENTH All disputes and differences which may arise between the Parties hereto or between the
Arbitration surviving or solvent Partners and the representatives of a deceased Partner or the
creditors or Trustee(s) of an insolvent Partner as to the true intent and
meaning of these presents or the due implement thereof or any matter in any manner of
way relating to the Partnership or in connection therewith or arising therefrom or in
reference to the winding up of the Partnership business shall be referred to the
President of the Institute of Chartered Accountants of Scotland, for the time being whom
failing for any reason to a person to be appointed by the Sheriff Principal of South
Strathclyde, Dumfries and Galloway on the application of any interested Party, as sole
Arbiter and the decision of such Arbiter shall be final and binding on all concerned and
no reference to the Courts on any point of fact or law shall be competent in respect of
such disputes and differences, the provisions of Section 3 of the Administration of
Justice (Scotland) Act 1972 being specifically excluded.

SEVENTEENTH For the avoidance of doubt it is hereby confirmed that in this Agreement where the
Inter- context so requires the masculine shall include the feminine and the singular shall
pretation include the plural and vice versa.

EIGHTEENTH (a) Any notice hereunder shall be sufficiently given to or served on the person to whom
it is addressed if it is sent in a prepaid letter by the recorded delivery service
addressed to that person at his last known address.
(b) For the purpose of this Contract of Co partnery any notice shall be deemed to have
been given to the personal representatives of a deceased partner notwithstanding
that they have not obtained confirmation in Scotland, if the notice is addressed to
the deceased partner by name, or to his or her personal representatives by title

James Dwyer
Strathclyde
Roy Wallace

Accounts and Balance Sheet shall be conclusive and binding in all questions among the Parties and the executors, representatives or creditors of a deceasing, bankrupt or insolvent party. In the event of any party failing or refusing to sign such Accounts and Balance Sheet as aforesaid, after the expiry of six months from the completion of the audit of such Accounts and Balance Sheet, such Accounts and Balance Sheet whether signed by the parties or not shall be deemed to be correct and shall have the same force and effect as if they had been signed as correct as aforesaid unless written objections have been previously sent by the party or parties failing or refusing to sign such Accounts and Balance Sheet to the other parties. If any objections are stated as aforesaid and the parties are unable to agree to the settlement thereof, said objection shall be referred to arbitration as hereinafter provided and the Accounts and Balance Sheet as then adjusted and certified by the Arbiter shall be conclusive and binding on all parties and on the executors, representatives or creditors or a deceasing, bankrupt or insolvent party.

SEVENTH

Bank

Account

- (a) A Bank Account shall be opened in the name of the Partnership at the The Royal Bank of Scotland plc, Thirty Seven Saint Mary's Street, Kirkcudbright.
- (b) All partnership monies not required for current expenses and all cheques shall be paid promptly into the partnership bank account and all securities for money shall be promptly deposited in the name of the partnership with the partnership bankers.
- (c) The said Bank Account shall be operated only by the Third Party and any other general partner introduced with consent of the First and Second Parties.

EIGHTH

Registration

- (a) The Partnership shall be registered under and in compliance with the Limited Partnership Act 1907 and the Business Names Act 1985 and any other relevant legislation, and if at any time any change is made or occurs in the particulars required to be furnished for the purpose of such registration, a statement specifying the nature and date of such change and signed by all the Parties for the time being shall forthwith be furnished to the Registrar in compliance with the said Act. The Third Party will free and relieve the First and

James Dwy

Stewart Bell

Rob Wallace

FOURTH The First and Second Parties shall each contribute One Thousand Pounds sterling towards
Assets, the capital of the partnership and which capital they shall not be entitled to withdraw
Capital during the continuance of the Partnership and they shall each receive as her share of
and the yearly profits the sum of One Hundred and Fifty Pounds sterling payable on
Division the Twenty Seventh day of November in each year. The First and Second Parties shall be
of Profits liable only for capital losses arising on the termination for any reason of the
Partnership and their liability for such losses shall be limited to losses amounting to
the capital contributed by each of them. Otherwise, the whole capital of the
partnership shall be provided by the Third Party and he shall be entitled to all the
remaining profits and shall be liable for all remaining losses.

FIFTH (a) The First and Second Parties shall have no power to bind the partnership and shall
have no say in the management of the partnership business which shall be managed by
the Third Party alone or in conjunction with any other general partner who may be
introduced with consent of the First and Second Parties. The First and Second
Parties may at any time personally or by their agent or agents inspect the books of
the partnership and examine into the state and prospects of the partnership
business and consult with each other and/or the Third Party.
(b) The Third Party shall be bound to devote reasonable time and attention to the
business of the partnership and shall at all times use his best skill and
endeavours to promote the partnership business.

SIXTH A proper set of business books shall be kept and such books shall contain and set forth
Books and the whole business transactions of the firm, and shall be kept posted up to date. On
Annual the Twenty Seventh day of November or such other date as may be agreed by the Parties in
Balance each year stock shall be taken and the said books shall be brought to a balance and a
Sheets Trading Account, Profit and Loss Account and Balance Sheet shall be prepared in the
usual form and such Accounts and Balance Sheet shall be duly audited by Messrs. Bell
Ogilvy, Accountants, Castle Douglas. Such Accounts and Balance Sheet after such audit
and on approval by the Parties shall be signed by them as correct and thereupon such

James Dwyer
Robert Waller

Robert Wallace

CONTRACT OF CO-PARTNERSHIP

between

MRS. CATHERINE EMMA ELVY

and

MISS FRANCES ANNE MACGILL

and

ROBERT MCCREATH

1991

Messrs. Whiteley, Edgar & Baldwin,
Solicitors,
Dumfries