

AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION

OF

China Eco-Farming Limited
(Continued into Bermuda with limited liability)

This is a consolidated version of the Memorandum of Association of the Company which has incorporated all the changes made up to 11 October 2013 and has not been formally adopted by shareholders at a general meeting.

This Memorandum of Association was published in both English and Chinese.
The English version shall prevail in case of discrepancies or inconsistencies.

**THE COMPANIES LAW (REVISED)
COMPANY LIMITED BY SHARES**

MEMORANDUM OF ASSOCIATION

OF

**China Eco-Farming Limited
(Continued into Bermuda with limited liability)**

1. The name of the Company is **China Eco-Farming Limited**.
2. The Registered Office of the Company shall be Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda.
3. Subject to the following provisions of this Memorandum, the objects for which the Company is established are unrestricted and shall include, but without limitation:
 - (a) to act and to perform all the functions of a holding company in all its branches and to co-ordinate the policy and administration of any subsidiary company or companies wherever incorporated or carrying on business or of any group of companies of which the Company or any subsidiary company is a member or which are in any manner controlled directly or indirectly by the Company;
 - (b) to act as an investment company and for that purpose to acquire and hold upon any terms and, either in the name of the Company or that of any nominee, shares, stock, debentures, debenture stock, annuities, notes, mortgages, bonds, obligations and securities, foreign exchange, foreign currency deposits and commodities, issued or guaranteed by any company wherever incorporated or carrying on business, or by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, by original subscription, tender, purchase, exchange, underwriting, participation in syndicates or in any other manner and whether or not fully paid up, and to make payments after as called up or in advance of calls or otherwise and to subscribe for the same, whether conditionally or absolutely, and to hold the same with a view to investment, but with the power to vary any investments, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof, and to invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may be from time to time determined.
4. Subject to the following provisions of this Memorandum, the Company shall have and be capable of exercising all the functions of a natural person of full capacity irrespective of any question of corporate benefit, as provided by Section 27(2) of The Companies Law (Revised).

5. Nothing in this Memorandum shall permit the Company to carry on a business for which a licence is required under the laws of the Cayman Islands unless duly licensed.
6. If the Company is exempted, it shall not trade in the Cayman Islands with any person, firm or corporation except in furtherance of the business of the Company carried on outside the Cayman Islands; provided that nothing in this clause shall be construed as to prevent the Company effecting and concluding contracts in the Cayman Islands, and exercising in the Cayman Islands all of its powers necessary for the carrying on of its business outside the Cayman Islands.
7. The liability of each member is limited to the amount from time to time unpaid on such member's shares.
8. The share capital of the Company is HK\$100,000,000.00 divided into two classes of shares, namely, 4,130,434,785 ordinary shares of a nominal value or par value of HK\$0.02 each and 173,913,043 convertible preference shares of a nominal value or par value of HK\$0.10 each, with power for the Company insofar as is permitted by law to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies Law (Revised) and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether stated to be preference or otherwise shall be subject to the powers hereinbefore contained.

We, the undersigned, are desirous of being formed into a company pursuant to this Memorandum of Association and the Companies Law (Revised), and we hereby agree to take the numbers of shares set opposite our respective names below.

Dated this 29th day of November, 2000

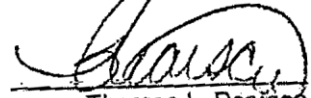
SIGNATURE, NAME, OCCUPATION,
AND ADDRESS OF SUBSCRIBER

NUMBER OF SHARES
TAKEN BY SUBSCRIBER

CODAN TRUST COMPANY (CAYMAN) LIMITED,
a Cayman Islands Company of:
Zephyr House
Mary Street
George Town
Grand Cayman
British West Indies

one


Certified to be a true
and correct copy.



Theresa L. Pearson
Notary Public

in and for the Cayman Islands
September 17th, 2001

by:

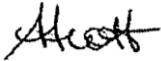


Neil T. Cox

and:



Theresa L. Pearson



Sarah Scott

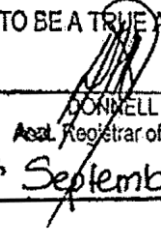
Witness to the above signatures:

Address: Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies

Occupation: Secretary

CERTIFIED TO BE A TRUE AND CORRECT COPY


STG.



DONNELL H. DIXON
Asst. Registrar of Companies

Date. 12th September, 2001

I, **DONNELL H. DIXON**, Asst. Registrar of Companies in and for the Cayman Islands DO HEREBY CERTIFY that this is a true copy of the Memorandum of Association of this Company duly registered on the 30th day of November, 2000



Asst. Registrar of Companies