

DUPLICATE FOR THE FILE

No. 460605



# Certificate of Incorporation

I Hereby Certify, That

JOHN R. KEEBLE AND SON (BRANTHAM)

LIMITED

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

Given under my hand at London this Twenty-ninth day of  
October One Thousand Nine Hundred and Forty-eight.

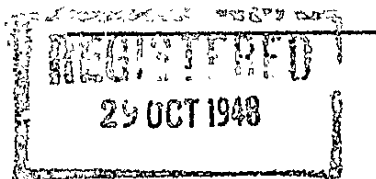
For Registrar of Companies.

Certificate  
received by }

Date.

*29/10/48*

THE COMPANIES ACT, 1948.



A 5s.  
Companies'  
Registration  
Fee Stamp  
must be  
impressed  
here.

DECLARATION of Compliance with the requirements of the  
Companies Act, 1948, on application for registration of a Company.

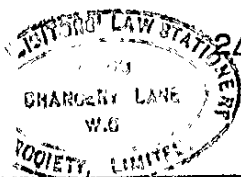
Pursuant to Section 15 (2).-

Insert the  
Name of the  
Company.

JOHN R. KEEBLE & SON (BRANTHAM)  
LIMITED.

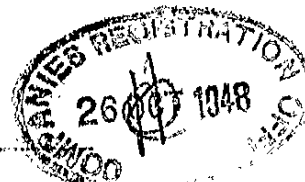
ated by

Birkett Ridley & Cox



24 and 26 Museum Street,

Ipswich.



The Solicitors' Law Stationery Society Limited  
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Square, W.C.1; 6 Victoria Street, S.W.1  
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2  
5 St. James's Square, Manchester, 2; and 157 Hope Street, Glasgow, C.2

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

3, SAMUEL JOHN NOEL BARTLEY of 24/26 Museum Street,  
Ipswich in the County of Suffolk

(d) Here insert:  
"A Solicitor of the  
"Supreme Court"  
(or in Scotland  
"an Enrolled Law  
"Agent") "engaged  
"in the formation"  
or  
"A person named  
"in the Articles of  
"Association as a  
"Director or  
"Secretary."

Do solemnly and sincerely declare that I am (" ) a Solicitor of the  
Supreme Court engaged in the formation

of JOHN R. KEEBLE & SON (BRANTHAM)

cc  
✓

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 Ipswich in the County  
of Suffolk

the 21<sup>st</sup> day of October 1948.

Before me,

Roger Catchpole

A Commissioner for Oaths [or a Notary Public or  
Justice of the Peace]

This margin is reserved for binding and should not be written across.

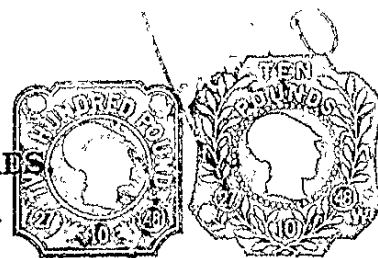
# THE STAMP ACT 1891.

(54 & 55 VICT., (Ch. 39.)

COMPANY LIMITED BY SHARES

REGISTERED

29 OCT 1948



## Statement of the Nominal Capital

OF

JOHN R. KEEBLE & SON (BRANTHAM)

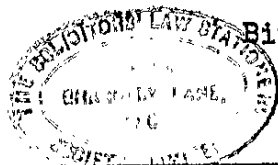
### LIMITED.

Pursuant to Section 112 of the Stamp Act 1891, as amended by Section 7 of the Finance Act 1899, Section 39 of the Finance Act 1920, and Section 41 of the Finance Act 1933.

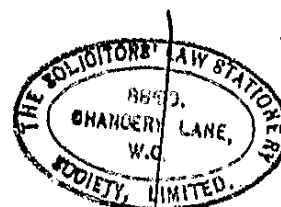
*NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.*

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

Presented by

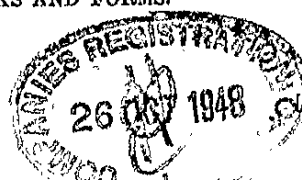


Birkett Ridley & Cox,  
24 and 26 Museum Street,  
Ipswich.



THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED,  
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;  
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street, Liverpool, 2;  
5 St. James's Square, Manchester, 2, and 157 Hope Street, Glasgow, C.2,  
PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS.

Companies Form 6.



# THE NOMINAL CAPITAL

OF

JOHN R. KEEBLE & SON (BRANTHAM)

, Limited,

is £ 42,000 , divided into 42,000

Shares of One Pound each.

\*Signature

*J. R. Keeble*

Description

Director.

Dated the 20th day of October 1948

\* This Statement should be signed by an Officer of the Company.

NOTE—This margin is reserved for binding, and must not be written across.

COMPANY LIMITED BY SHARES.

23 OCT 1948

**Memorandum of Association**

OF

**JOHN R. KEEBLE AND SON (BRANTHAM) LIMITED**

1. The name of the Company is "JOHN R. KEEBLE AND SON (BRANTHAM) 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 enter into and carry into effect, with such (if any) modifications or alterations as may be agreed upon, any agreement already prepared and expressed to be made between Francis Roland Keeble of the one part and this Company of the other part, a draft of which has been subscribed with a view to identification by Samuel John N. Bartley, and to carry on, develop and turn to account the Farming business carried on by the said Francis Roland Keeble, and the assets comprised in the said agreement.

(B) To carry on the business or trade of farming in all its branches.

(C) To carry on business as breeders of and dealers in horses, cattle and poultry and animals of every kind, as dairymen, hay and straw dealers, millers, graziers, slaughterhouse proprietors and licensed slaughterers, and producers, importers and exporters of and dealers in milk, cream, butter, cheese, eggs, poultry, fruit, vegetables, jams, honey, meats, groceries and provisions, foodstuffs and all farm produce generally, and agricultural machinery merchants, harvesters and general contractors.

(D) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

(E) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

(F) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

(G) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.

31134



- (H) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (I) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (J) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.
- (K) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (L) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (M) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (N) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- (O) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or

other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

- (q) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of, shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (r) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (s) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (t) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (u) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (v) To promote and form other companies for all or any of the objects mentioned in this Memorandum, or any extensions thereof, and to transfer to any such company all or any of the property of this Company, and to take or otherwise acquire and hold shares, debentures or other securities of any such company, and to subsidise or otherwise assist any such company.
- (w) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (x) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or



otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

(Y) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The share capital of the Company is £42,000, divided into 42,000 shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

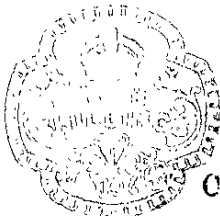
WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<i>Francis Ryland Keeble</i> <i>Brantham Lodge</i> <i>Manningtree</i> <i>Saknet</i>	<i>One</i>
<i>Foranec Mac Keeble</i> <i>Brantham Lodge</i> <i>Manningtree</i> <i>Married Woman</i>	<i>one</i>

Dated this 15<sup>th</sup> day of October 1948.

Witness to the above Signatures—

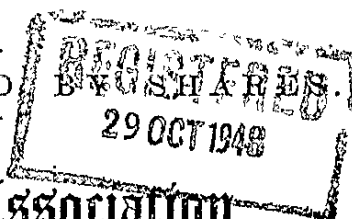
*S. J. N. Bailey*  
*Solicitor*  
*Ipwich*



460605/4

*The Companies Act 1948.*

COMPANY LIMITED



## Articles of Association

OF

## JOHN R. KEEBLE AND SON (BRANTHAM) LIMITED

### PRELIMINARY.

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Table A, Part II") shall apply to the Company.

2. Regulations 24, 53, 75, 77, 88 and 136 of Part I of Table A in the said Schedule (hereinafter referred to as "Table A, Part I"), regulation 3 of Part II shall not apply to the Company, but the Articles hereinafter contained, and the remaining regulations of Table A, Part I, subject to the modifications hereinafter expressed, together with regulations 2, and 4 to 6 inclusive of Table A, Part II, shall constitute the regulations of the Company.

3. The Company shall enter into and carry into effect an agreement under the seal in the terms of the agreement referred to in clause 3 (A) of the Memorandum of Association, subject to such, if any, modifications or alterations as the Directors may think fit, whether made before or after the execution thereof, and every member of the Company shall be deemed to assent to and approve of the said agreement and any modifications made therein as aforesaid.

### SHARES.

4. The shares shall be at the disposal of the Directors, who may allot or otherwise dispose of them subject to regulation 2 of Table A, Part II, and to the provisions of the next following Article, to such persons at such times and generally on such terms and conditions as they think proper, subject nevertheless to regulation 2 of Table A, Part II, and to the provisions of the agreement referred to in Article 3 as to the shares to be allotted in pursuance thereof, and provided that no shares shall be issued at a discount, except as provided by section 57 of the Act. No share or debenture shall be issued or transferable to or held by any person or corporate body, nor shall any person or corporate body be permitted to have or acquire any interest in any share or debenture, in any circumstances in which the Company would by reason thereof lose its status as an exempt Private Company.

5. Unless otherwise determined by the Company in General Meeting any original shares for the time being unissued and not allotted as provided in Article 4 and any new shares from time to time to be created shall, before they are issued, be offered to the members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner, dispose of any such new or original shares as aforesaid, which, by reason of the proportion borne by them to the

number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

#### LIEN.

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

#### TRANSFER OF SHARES.

7. Any share may be transferred by a member to any other member but, save as aforesaid, the right to transfer shares shall be restricted as follows:—

- (A) No share shall be transferred to any person who is not a member so long as any member is willing to purchase the same at the fair value thereof.
- (B) In order to ascertain whether any member is willing to purchase a share, the proposing transferor shall give notice in writing (hereinafter called "a transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the share to any member of the Company at the price so fixed or at the option of the purchaser at a fair value to be fixed in accordance with these Articles. A transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each share. A transfer notice shall not be revocable except with the sanction of the Directors.
- (C) If the Company shall within the space of twenty-eight days after being served with a transfer notice find members willing to purchase the shares to which the transfer notice relates or any of them (hereinafter called "the purchasing members") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value, to transfer the shares included in the last-mentioned notice to the purchasing members.
- (D) If the Company shall not within the space of twenty-eight days after being served with a transfer notice find a member willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to paragraph (J) hereof, to sell and transfer the shares (or those not placed) to any person and at any price.
- (E) If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the shares, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register as the holder of the shares, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (F) In case any difference arises between the proposing transferor and a purchasing member as to the fair value of a share, the question shall be referred to the Auditor for the time being of the Company, who shall certify in writing the sum

which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator, and accordingly the Arbitration Act 1889 shall not apply.

- (G) All shares specified in any transfer notice shall be offered in the first place to the Directors in proportion to the shares held by them, and secondly to such members as the Directors may nominate for that purpose.
- (H) In the case of the death of any member, but not Francis Roland Keeble, the said Francis Roland Keeble shall be entitled to an option to purchase all or any of the shares of such deceased member at their fair value. Such option shall be exercisable as to all or any of the shares of such deceased member by notice in writing delivered or sent by post to the registered address of such deceased member at any time within six months after his decease, provided that if such deceased member shall be the holder of more than 1,000 shares and such option shall within the said period of six months be exercised as to at least one-half of the shares of such deceased member, the time for the exercise of the said option as to the remaining shares of such member shall be extended to a period of three years from the death of such deceased member.
- (I) Whenever a notice exercising any option shall be served, as provided in the last preceding paragraph, the executors or administrators of the deceased member in whose name the shares specified in the notice are registered shall be bound to transfer such shares accordingly, and the provisions of paragraph (E) hereof shall *mutatis mutandis* apply.
- (J) The Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares except a transfer in pursuance of the exercise of any option under this Article or a transfer to a member, and the Directors shall not be bound to state any reason for their refusal.

#### TRANSMISSION OF SHARES.

8. The proviso to regulation 32 of Table A, Part I, shall be omitted.

#### NOTICE OF GENERAL MEETINGS.

9. The words and figures "regulation 134 of these regulations" shall be substituted for the words "the regulations of the Company" in regulation 50 of Table A, Part I.

#### DIRECTORS.

10. Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two nor more than five. The following shall be the first Directors of the Company, that is to say—the said Francis Roland Keeble and Florence Mae Keeble. The said Francis Roland Keeble shall be entitled to hold office as a Director subject to Articles 14 and 17 hereof, and the provisions of the Act. Whilst he remains a Director he shall be the Chairman of Directors and the government and control of the Company shall be vested in him. In particular, he may from time to time and at any time, and for such purpose or purposes as he shall think proper, appoint any other persons to be Directors of the Company, and may govern, limit and restrict their powers and may fix his own and their remuneration and duties, and may at any time remove any Director however appointed, and such Directors shall be under his control and shall be bound to conform to his directions in regard to the Company's business.

11. The qualification of a Director shall be the holding in his own right of at least 100 shares of the Company. A Director may act before acquiring his qualification.

#### BORROWING POWERS.

12. The proviso to regulation 74 of Table A, Part I, shall be omitted.

#### POWERS AND DUTIES OF DIRECTORS.

13. Paragraph (4) of regulation 84 of Table A, Part I, shall be omitted.

#### DISQUALIFICATION OF DIRECTORS.

14. The office of a Director shall be vacated—

- (1) If by notice in writing to the Company he resigns the office of Director.
- (2) If he ceases to be a Director by virtue of section 182 of the Act.
- (3) If he becomes bankrupt or enters into any arrangement with his creditors.
- (4) If he is prohibited from being a Director by an order made under any of the provisions of section 188 of the Act.
- (5) If he becomes of unsound mind.

15. Any person may be appointed or elected as a Director, whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy or any other age.

#### ROTATION OF DIRECTORS.

16. The words "if willing to continue in office" shall be substituted for the words "if offering himself for re-election" in regulation 92 of Table A, Part I.

17. Without prejudice to the provisions of regulations 96 and 97 of Table A, Part I, the Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

#### CAPITALISATION OF PROFITS.

18. All the words in regulation 129 of Table A, Part I, after the words "providing for the allotment to them respectively, credited as fully paid up" shall be deleted, and the following words shall be substituted therefor: "of any further shares to which they may be entitled upon such capitalisation and any agreement made under such authority shall be effective and binding on all such members."

#### NOTICES.

19. In regulation 131 of Table A, Part I, the words "in the case of a notice of a meeting" and all the words after the words "the letter containing the same is posted" shall be omitted therefrom.

#### WINDING UP.

20. In regulation 135 of Table A, Part I, the words "with the like sanction" shall be inserted immediately before the words "determine how such division," and the word "members" shall be substituted for the word "contributories."

## INDEMNITY.

21. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted or in connection with any application under section 448 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 205 of the Act.

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 NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS
 

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Francis Roland Keeble

Brantham Lodge

Manningtree

Essex

Yvonne Mae Keeble

Brantham Lodge

Manningtree

Married Woman

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Dated this 15<sup>th</sup> day of October 1948.

Witness to the above Signatures—

S. J. H. Bailey

Solicitor,

Essex.