



No. N.I. 5175.

## **CERTIFICATE OF INCORPORATION**

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I HEREBY CERTIFY THAT

**EDWARD HODGETT LIMITED**

is this day Incorporated under the Companies Act (Northern Ireland), 1960, and that the Company is LIMITED.

Given under my hand at Belfast, this twenty-eighth day of February, One thousand Nine hundred and Sixty-two.

Signed : JOSEPH EDWARDS,

*Registrar of Companies for Northern Ireland.*

*The Companies Act (Northern Ireland), 1960*

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COMPANY LIMITED BY SHARES

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## **Memorandum**

*and*

## **Articles of Association**

*of*

# **EDWARD HODGETT LIMITED**

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**NEWRY :**

**E. HODGETT, "REPORTER" PRINTING WORKS.**

**1962.**

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COMPANY LIMITED BY SHARES

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**Memorandum of Association**  
*of*  
**EDWARD HODGETT LIMITED**

1. The name of the Company is "EDWARD HODGETT LIMITED."

2. The Registered Office of the Company will be situate in Northern Ireland.

3. The objects for which the Company is established are :—

- (1) To acquire and take over as a going concern the business of Newspaper proprietors, Stationer, Printer and Warehouseman hitherto carried on at Margaret Street, Newry, in the County of Down by the firm of Edward Hodgett.
- (2) To carry on all or any of the businesses of Wholesale or Retail Clothiers, printers, proprietors and publishers of Newspapers, Journals, Magazines, Books and other literary works and undertakings, stationers, lithographers, type-founders, stereotypers, electrotypers, photographic printers, photo-lithographers, chromo-lithographers, engravers, die-sinkers, bookbinders, designers, draughtsmen, paper and ink manufacturers, booksellers, publishers, advertising agents, engineers, and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.
- (3) To apply for, purchase, or otherwise acquire or obtain an interest in any letters patent, patent rights, brevets d'invention, secret or other processes, monopolies, or other similar rights or privileges, trade marks, licences, concessions, or secret or other information as to any invention or other matter or thing in any part or parts of the world conferring an exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company, and to sell, exercise, develop, or grant licences in respect of or otherwise turn to account the property, rights, or information so acquired.
- (4) To establish Competitions in respect of contributions or information suitable for insertion in any publication of the Company or otherwise for any of the purposes of the Company, and to offer and grant prizes, rewards, and premiums of such character and on such terms as may seem expedient.

- (5) To undertake and transact all kinds of Agency business which an ordinary individual may legally undertake, to provide for and furnish or secure to any members or customers of the Company or to any subscribers to or purchasers or possessors of any publication of the Company or of any coupons or tickets issued with any publication of the Company, any chattels, conveniences, advantages, benefits, or special privileges, which may seem expedient, and either gratuitously or otherwise.
- (6) To carry on the business of Stationers, Printers, Lithographers, Stereotypers, Electrotypers, Photographic Printers, Photo Lithographers, Engravers, Die Sinkers, Envelope Manufacturers, Manufacturers of Tags, and Labels, Book Binders, Account Book Manufacturers, Machine Rulers, Numerical Printers, Paper Makers, Paper Bag and Account Book Makers, Box Makers, Cardboard Manufacturers, Type Founders, Photographers, Manufacturers of and Dealers in Playing, Visiting, Railway, Festive, Complimentary and Fancy Cards and Valentines, Dealers in Parchment, Dealers in Stamps, Agents for the payment of Stamp and other Duties, Advertising Agents, Designers, Draughtsmen, Ink Manufacturers, Book Sellers, Paper Manufacturers and Dealers in the Materials used in the manufacture of Paper, Picture Dealers and Framers, Picture Frame Makers, Dealers in Glass, and Dealers in or Manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.
- (7) To carry on the businesses of Manufacturers of and Dealers in Sweets, Mineral Waters, Confectionery, Tobacco, Cigars, Cigarettes, Matchlights, Paper and any other articles required by or which may be convenient to smokers, and of Snuff Grinders and Merchants and Box Merchants, and to deal in any other articles and things commonly dealt in by Tobacconists.
- (8) To carry on the business of Wholesale and Retail Dealers in Toys, Leather Goods, Ornaments, Stationery and Fancy Goods, Manufacturers of and Dealers in Hardware, Jewellery, Plated Goods, Perfumery, Soap and articles required for ornament, recreation or amusement, Gold and Silversmiths, Dealers in Musical Instruments, Printers, Publishers of and Dealers in Music and Musical Publications and Art Publications and Pictures.
- (9) To establish and maintain in the town of Newry and elsewhere Circulating Libraries, and also Reading and Writing Rooms and Reference Libraries, and to furnish the same respectively with Books, Reviews, Magazines, Newspapers and other Publications.
- (10) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

- (11) To enter into any arrangements with any Governments or authorities (supreme, municipal, local or otherwise) or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them, and to obtain from any such Government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (12) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (13) To promote any other Company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (14) To purchase, take on lease or in exchange, hire, or otherwise acquire, develop, turn to account, and cultivate any real or personal property, and to construct, maintain, and alter any buildings or works necessary or convenient for the purposes of the Company.
- (15) To sell, improve, manage, develop, mortgage, assign, convey, exchange, let on lease, or otherwise turn to account or dispose of from time to time, absolutely or conditionally, any premises, plant, machinery or apparatus, rights and other property, whatsoever and wheresoever, of the Company, or any part or parts thereof, as may be deemed expedient.
- (16) To grant any leases, licences, privileges, or rights whatsoever, over, in, upon, or affecting any property of the Company.
- (17) To lend money to such persons and on such terms as may seem expedient, and in particular to customers of any persons having dealings with the Company, and to guarantee the performance of contracts by any such persons, and to receive moneys and valuables on deposit, and to transact the whole or any part of the business of a banker, as may seem expedient.
- (18) To sell or dispose of the undertaking of the Company, or any part or parts, for such consideration as the Company may think fit, and in particular for shares (whether fully or partly paid up), debentures, or securities of any other company having objects altogether or in part similar to those of this Company.

- (19) To promote or establish or take part in the promotion or establishment of any company or companies intended to amalgamate with or purchase the business, property, or assets of this Company, or any part thereof, or for carrying on any business or operation which may in any way be conducive to the interests of the Company, and to make and concur in making any financial arrangements which may be considered requisite and desirable for such purpose.
- (20) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (21) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire shares and securities of any such Company and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same.
- (22) To distribute among the members of the Company in kind, by way of dividend or otherwise, any property of the Company.
- (23) To remunerate the servants of the Company and others out of or in proportion to the returns or profits of the Company, or otherwise, as the Company may think fit.
- (24) To insure the property and effects of the Company against loss or damage from any cause whatever, and to insure or procure to be insured for the Company's benefit the lives of any Directors or servants of the Company, and to pay premiums on any of such insurances.
- (25) To borrow, or raise, or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue and re-issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital, and to redeem or pay off any such securities, and take money on deposit at interest, or otherwise.
- (26) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.

- (19) To promote or establish or take part in the promotion or establishment of any company or companies intended to amalgamate with or purchase the business, property, or assets of this Company, or any part thereof, or for carrying on any business or operation which may in any way be conducive to the interests of the Company, and to make and concur in making any financial arrangements which may be considered requisite and desirable for such purpose.
- (20) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (21) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire shares and securities of any such Company and to sell, hold, re-issue, with or without guarantee or otherwise deal with the same.
- (22) To distribute among the members of the Company in kind, by way of dividend or otherwise, any property of the Company.
- (23) To remunerate the servants of the Company and others out of or in proportion to the returns or profits of the Company, or otherwise, as the Company may think fit.
- (24) To insure the property and effects of the Company against loss or damage from any cause whatever, and to insure or procure to be insured for the Company's benefit the lives of any Directors or servants of the Company, and to pay premiums on any of such insurances.
- (25) To borrow, or raise, or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue and re-issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital, and to redeem or pay off any such securities, and take money on deposit at interest, or otherwise.
- (26) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.

- (27) To draw, make, accept, endorse, discount, execute, negotiate, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities.
- (28) To take part in the management, supervision, or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, other experts, or agents.
- (29) To invest and deal with the moneys of the Company not immediately required upon such stocks, shares, and securities, and in such manner as may from time to time be determined.
- (30) To pay the costs, charges, and expenses preliminary and incidental to the formation, establishment, and registration of the Company, and to remunerate any person or company for services rendered or to be rendered in relation to the formation and establishment of the Company or the conduct of its business, or for placing or assisting to place or guaranteeing the placing of any shares in the Company's capital, or any debentures, debenture stock, shares stock, or securities, whether issued by the Company or not.
- (31) 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 or otherwise.
- (32) To do all such other things as are incidental or as the Company may think conducive to the attainment of the above objects. And it is hereby declared that the word "company" in this Clause, except where used in connection with this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not, and whether domiciled in Eire or otherwise, and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in nowise restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

Provided always that the provisions of this Clause shall be subject to the Company obtaining, where necessary, for the purpose of carrying any of its objects into effect, such licence, permit, or authority as may be required by law.

- 4. The liability of the members is limited.
- 5. The Share Capital of the Company is £30,000 divided into 30,000 Ordinary 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
EDWARD McF. HODGETT Rathfriland Road, Newry. Master Printer.	ONE
RICHARD LOWRY HODGETT 24 Carnbane Gardens, Newry. Master Printer.	ONE

Dated the 23rd day of February, 1962.

Witness to above Signatures :—

WILLIAM TELFORD  
Solicitor, Newry.

THE COMPANIES ACT (NORTHERN IRELAND), 1960

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COMPANY LIMITED BY SHARES

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## Articles of Association

OF

## EDWARD HODGETT 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 (Northern Ireland), 1960 (hereinafter referred to as "Table A, Part II") shall apply to the Company.

2. Regulations 24, 49, 50, 52, 55, 90, 97, 129 and 136 of Part I of Table A in the said Schedule (hereinafter referred to as Table A Part I) 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 shall constitute the regulations of the Company.

3. The Company shall be entitled to treat the person whose name appears upon the Register of members in respect of any share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof.

### SHARE CAPITAL AND SHARES

4. The original Share Capital of the Company is £30,000 divided into 30,000 shares of £1 each.

5. Subject to the provisions of Clause 45 of Table A, the Shares shall be under the control of the directors, who may allot and dispose of or grant options over the same to such persons, on such terms and in such manner as they think fit.

6. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.

7. If by the terms of the issue of any Shares or otherwise any amount is payable in respect of any share by instalments at fixed times, every such instalment shall be payable as if it were a Call duly made by the Directors of which due notice had been given.

8. The lien conferred by Clause II of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Holders.

#### TRANSFER OF SHARES

9. Any Member, or the legal personal representative of any deceased Member or other person in whom any Shares may be vested, who shall be desirous of transferring or disposing of any shares held by or vested in him, shall before transferring or disposing of same, or offering them for sale, give notice to the Directors of the Company, by writing under his hand, left at the Registered Office of the Company, of his desire to transfer or dispose of same (but the Directors may refuse to accept such notice from any member who is indebted to the Company, or in respect of any Shares not fully paid up or on which the Company has a lien, in which case the notice shall be deemed not to have been given), and if within three calendar months after the service of such notice the Directors shall find a purchaser for said Shares, the Member giving notice shall sell the Shares mentioned in it to such purchaser at a price to be fixed in manner hereinafter mentioned.

10. If the Directors shall not within the said three calendar months find a purchaser for the Shares mentioned in such notice, then, and not till then, shall the Member or the legal personal representative, or other person in whom the Shares may be vested, be at liberty to transfer or sell same to a person selected by himself, subject to Article 8 hereof.

11. At any Ordinary General Meeting, the Company may by resolution, declare what shall be the price per share to be paid in the event of any sale prior to the next succeeding Ordinary General Meeting under Article 10 hereof, and when any such price is fixed it shall remain in force and be binding on all persons until the next succeeding Ordinary General Meeting. The passing of any such resolution shall be deemed to be part of the ordinary business of an Ordinary General Meeting of the Company. Should there be any sale under Article 10 hereof, while no resolution fixing the price of Shares is in existence or in force the price shall in case of dispute be fixed by arbitration in accordance with Clause 28 of these Articles.

#### BORROWING POWERS

12. The Directors may raise or borrow for the purpose of the Company's business such sum or sums of money as they think fit. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued Capital, or by the issue, at such price as they may think fit, of Bonds or Debentures, either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other ways as the Directors may think expedient.

13. A Register of the holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the registered Holders of such Debentures and of any member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The directors may close such Register for such period or periods as they may think fit, not exceeding the aggregate thirty days in each year.

#### GENERAL MEETINGS

14. A General Meeting of the Company shall be held once in every calendar year at such time and place as the Directors shall appoint. In default of a General Meeting being so held a General Meeting may be convened, to be held at any time during the next succeeding month, by any two Members in the same manner as nearly as possible as that in which General Meetings are to be convened by the Directors. The aforesaid General Meetings shall be called "Ordinary General Meetings"; all other General Meetings shall be called "Extraordinary General Meetings."

#### VOTES OF MEMBERS

15. No person shall be appointed a proxy who is not a member of the Company and qualified to vote and Clause 70 of Table A shall be modified accordingly.

#### DIRECTORS

16. The Directors shall have power at any time, and from time to time, to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any director so appointed shall hold office only until the following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

17. A Memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held and constituted.

#### DISQUALIFICATION OF DIRECTORS

18. The Office of a Director shall be vacated :—

- (a) If he becomes bankrupt or insolvent or compound with his creditors; or
- (b) If he becomes of unsound mind; or
- (c) If he be convicted of an indictable offence, save and except an offence under the Road Traffic Acts; or
- (d) If he ceases to hold the necessary Share qualification or do not obtain the same within one calendar month from the date of his appointment or
- (e) If he is absent from the Meetings of Directors during a period of six calendar months without special leave of absence from the other Directors; or

- (f) If he becomes prohibited from being a Director by reason of any order made under Section 179 of the Companies Act (Northern Ireland), 1960; or
- (g) If he gives the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

19. A Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. A General notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article be deemed to be a sufficient disclosure of interest in relation to any contract, arrangements, or dealing so entered into or made.

#### NOTICES

20. A member who has no registered address in the United Kingdom or the Republic of Ireland, and has not supplied to the Company an address within the United Kingdom or the Republic of Ireland for the giving of notices to him, shall not be entitled to receive any notices from the Company.

#### WINDING UP

21. If the Company shall be wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied first, in repaying to the Members the amounts paid up or credited as paid up on the Shares held by them respectively and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively; provided always that the provisions hereof shall be subject to the rights of the Holders of Shares (if any) issued upon special conditions.

22. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be

- (f) If he becomes prohibited from being a Director by reason of any order made under Section 179 of the Companies Act (Northern Ireland), 1960; or
- (g) If he gives the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

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22. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be

vested in the trustees for the benefit of such members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any Shares whereon there is any liability.

23. If any difference arises between the person or bodies of persons to whom the regulations of these Articles apply, such difference shall be referred to the arbitration of three arbitrators, one to be chosen by each of the parties to the difference, and the third by the two arbitrators; and the decision of two such arbitrators shall be conclusive. If either party shall make default in naming an arbitrator or so procuring a reference the same shall be appointed or procured in manner prescribed by the Arbitration Act (N.I.) 1937. Every such reference and arbitration shall be subject to the provisions of the said Act, and any such reference and any award made upon any such arbitration may be made a Rule of Court upon the application of any party to the reference.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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EDWARD McF. HODGETT  
Rathfriland Road, Newry.  
Master Printer.

RICHARD LOWRY HODGETT  
24 Carnbane Gardens, Newry.  
Master Printer.

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Dated the 23rd day of February, 1962.

Witness to the above Signatures :—

WILLIAM TELFORD  
Solicitor, Newry.