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THE COMPANIES ACT (Northern Ireland), 1960.

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COMPANY LIMITED BY SHARES.

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*Memorandum*

— AND —

*Articles of Association*

— OF —

**Robert Campbell (Keady) Limited.**

DEPARTMENT OF ENTERPRISE,  
TRADE AND INVESTMENT

COUNTER RECEIVED

FRANCIS G. O'NEILL,  
Solicitor,  
11 College Street,

Company No. NI 8093

## Certificate of Updating

THIS IS TO CERTIFY THAT THIS IS AN UPDATED COPY OF  
THE MEMORANDUM AND ARTICLES OF ASSOCIATION  
OF

ROBERT CAMPBELL (KEADY) LIMITED

AS AT 25 DAY OF November 2003

SIGNED

  
DIRECTOR

No. N.I.

CERTIFICATE OF INCORPORATION.

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I HEREBY CERTIFY that

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                      day of

, One thousand nine hundred and

N/1. 8093/1.

REGISTERED  
10 NOV 1970



THE COMPANIES ACT (Northern Ireland), 1960.

COMPANY LIMITED BY SHARES

DEPARTMENT OF ENTERPRISE  
AND INVESTMENT

MEMORANDUM OF ASSOCIATION

COUNTIES INVOLVED

— OF —

## Robert Campbell (Keady) Limited.

✓ 1. The name of the Company is "ROBERT CAMPBELL (KEADY) LIMITED."

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

✓ 3. The Company is established for the following objects:—

- (1) To carry on both by wholesale and retail the business or businesses of egg and poultry producers, butter and egg merchants, importers and exporters, general produce brokers and dealers in butter, eggs, potatoes, fruit, corn, pork, horses, cattle, sheep, and all kinds of farm produce, provision curers and grocers, ice manufacturers, and purveyors, cold storage proprietors and hirers, fishmongers, butchers, farmers, grain and seeds merchants, millers, implement merchants, timber merchants, builders' providers, hardware merchants, ironmongers, hay and straw dealers, poultry and fowl rearers, dealers, Exporters and Importers, game dealers, preservers and packers of all kinds of provisions, game dealers and merchants, fertilisers and manure dealers, manufacturers of extracts of meat and jams, bakers, and general merchants, general carriers, hauliers and forwarding agents, and to buy, sell, manufacture, refine, manipulate, import, export and deal in all substances, apparatus, and things which can be conveniently dealt with in or manufactured by the Company in connection with any of its objects whether hereinbefore specifically stated or not.
- (2) To carry on business of any other kind which may appear to the Company likely to be conveniently carried on in conjunction with the above businesses or likely to be profitable to the Company.

- (3) To purchase or otherwise acquire all or any part of the property, business and liabilities of any company, society, firm or person, suitable for the purposes of the Company, and to conduct or liquidate and wind-up such business, and to pay for the same either in cash or in shares or securities of the Company, or otherwise as may be agreed.
- (4) To enter into any arrangement or contract with any person, firm, or company for carrying on the whole or any part of the business of the Company, and to fix and determine the remuneration, which may be by way of money payment, ballot of shares (either fully or partly paid) or otherwise.
- (5) To sell, dispose of, lease, transfer and/or otherwise deal with the business, property, and undertaking of the Company or any part thereof in consideration of payment in cash, or in shares, or debentures, or upon such other terms or for such other consideration as to the Company shall seem fit.
- (6) To amalgamate with any other company having objects similar to those of the Company, either all or in part.
- (7) To rent, purchase, or otherwise acquire lands, buildings and hereditaments in Northern Ireland or elsewhere for the purposes of the Company, and to alter, refit and renew the same as may be desirable.
- (8) To remunerate any person, firm, or company, or other body corporate, rendering service to this Company, either by cash payment or by the allotment to him or them of shares, or securities of the Company, credited as paid up in full or in part or otherwise, as may be thought expedient, or out of or in proportion to the returns and profits of the Company, to grant pensions, allowances, gratuities, and bonuses to employees or ex-employees of the Company or persons trading with the Company, or the dependants of such persons, including the wives and children and other relatives of such persons and to subscribe or guarantee money for charitable or benevolent purposes or other institutions, clubs, societies or funds, or for any exhibition or for any public, general or useful object or which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company may carry on or have carried on business, to make payments towards insurance, and to form, promote and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (9) To lay down, construct, enlarge, alter and maintain any buildings, works, and machinery necessary or desirable for the Company's business.
- (10) To apply for, and obtain, by purchase or otherwise, any patents, patent rights, trade-marks, names, copy-rights, licences or privileges for, or in any way relating to all or any of the objects aforesaid, and to grant licences for the use of, sale, letting or to otherwise deal with the same.

- (11) To promote any company or companies for the purpose of acquiring all or any of the property or liabilities of the Company or for any other purpose likely to benefit the Company.
- (12) To lend or otherwise invest the moneys of the Company, not immediately required, either with or without security, and in such manner as shall from time to time be determined.
- (13) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise.
- (14) To draw, accept, endorse, discount, and negotiate bills of exchange, promissory notes and other negotiable instruments.
- (15) To obtain or borrow money, either with or without security, and by the issue of debentures or debenture stock, and to secure the repayment of any money by mortgage or other charge upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital.
- (16) To do all other things that are incidental or may be conducive to the attainment of the above objects or any part of them.
- (17) Upon a distribution of assets or division of profits, to distribute among the members in specie any property of the Company.
- (18) To pay all the costs and expenses of and preliminary and incidental to the promotion, formation, and registration of the Company, whether prior to registration hereof or not. And it is hereby declared that each of the objects hereinbefore mentioned shall wherever and in so far as the context and subject admit be regarded as an independent object, and in no wise shall be limited or restricted by reference to or inference from the name of the Company or any other paragraph or otherwise howsoever.

✓ 4. The liability of the members is limited.

5. The share capital of the Company is £300,000 divided into 300,000 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.
<i>Rato Laffell</i> <i>Knockraun, Keady, Co Armagh</i> <i>Fatmes</i>	<i>ONE</i> ✓
<i>Marie Patricia Campbell</i> <i>Knockraun, Keady Co Armagh</i> <i>married Woman</i>	<i>ONE</i> ✓
Total Shares taken:	<i>TWO</i> ✓

Dated the *EIGHTH* day of *OCTOBER*. 1970.

Witness to the above Signatures:—

*J. J. W. Fletcher*  
*29 English Street,*  
*Armagh*  
*Accountant*

Nl. 8093/2

REGISTERED  
10 NOV 1970



THE COMPANIES ACT (Northern Ireland), 1960.

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

*Private Company -  
Articles 3 + 9  
Seal - Reg. 115.*

— OF —

## Robert Campbell (Keady) Limited.

### PRELIMINARY

1. (a) In these Regulations, unless the context otherwise requires, expressions defined in the Companies Act (Northern Ireland), 1960 or any statutory modification thereof in force at the date at which these Regulations become binding on the Company shall have the meanings so defined, and words importing the singular shall include the plural and vice versa; words importing males shall include females, and words importing persons shall include bodies corporate.

(b) Subject as hereinafter provided, the regulations contained in Table A in the First Schedule to the Companies Act (Northern Ireland), 1960 (hereinafter referred to as Table A) shall apply to the Company, and in case of any conflict between these Articles and the regulations in Table A, the provisions herein contained shall apply.

2. Clauses ~~11/24/25/40/41/42/43/55/57/58/77/78/81/86/2~~, 90, 101, and 129 of Table A shall not apply to the Company.

### PRIVATE COMPANY

3. The Company is a "Private Company" within the meaning of the Act and accordingly (1) no invitation shall be issued to the public to subscribe for any shares, debentures, or debenture stock of the Company; (2) the number of the members of the Company (exclusive of persons who are in the employment of the Company, and of persons, who having been formerly in the employment of the Company, were while in such employment and having continued after the determination of such employment to be members of the Company) shall be limited to fifty, provided that, for the purposes of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single member; (3) the right to transfer the shares of the Company is restricted in manner and to the extent hereinafter appearing.



(3) (a) That the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of Article 90(2) of the Companies (Northern Ireland) Order 1986 and without prejudice to the generality of the foregoing any shares unissued at the date of the passing of this resolution and any shares hereafter created shall be under the control of the Directors, who may allot, grant options or create subscription or conversion rights over, deal with or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as they may think proper, provided that no shares shall be issued at a discount.

(b) The maximum nominal amount of share capital which the Directors may allot, grant options or create subscription or conversion rights over, deal with or otherwise dispose of shall be the total amount stated in Clause 5 of the Memorandum of Association of the Company or such other amount as shall be authorised by the Company in general meeting.

(c) The authority conferred on the Directors by resolution above shall expire on the day preceding the fifth anniversary of the date of the passing of this resolution.

## SHARES

4. The original Share Capital of the Company is £5,000, divided into 5,000 Shares of One Pound each.

5. The Shares shall be at the disposal of the Directors, and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, subject always to Clause 3 hereof, and provided that no shares shall be issued at a discount other than in accordance with Section 57 of the Act.

6. The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any Shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, but so that the amount or rate of commission shall not exceed ten per cent. of the price at which the shares are issued in each case subscribed or agreed to be subscribed.

7. The Company shall have a first and paramount lien upon all the shares whether fully or partly paid registered in the name of each member (whether solely or jointly with others) for his debts, liabilities and engagements solely or jointly with any other persons to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares.

8. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by, or recognise, any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these presents otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

9/ No transfer of any share in the capital of the Company to any person not already a member of the Company shall be made or registered without the previous sanction of the Directors, who may, without assigning any reason, decline to give any such sanction, and shall so decline in the case of any transfer the registration of which would involve a contravention of Clause 3 hereof. The Directors may decline to register a transfer of any shares in which the Company has a lien, or made to a transferee of whom they do not in their absolute and uncontrolled discretion approve.

10. Any member or executor or administrator of any deceased member, or any person in whom any shares may be vested, who shall be desirous of disposing of any shares held by him, or standing in the name of a member to any person shall before transferring or offering them for sale give notice to the Directors of the Company, in writing, of his desire to sell, and if within one calendar month after the service of such notice the Directors shall find a purchaser for the shares the member or person giving such notice shall sell the shares mentioned in it to the purchaser at the fair value which shall be determined as hereinafter provided.

11. If the Directors shall not within said calendar month find a purchaser for the shares mentioned in such notice, then the member or person serving the notice shall at any time within three

calendar months afterwards be at liberty to offer them for sale, or to sell or transfer them to a person selected by himself. Any transfer under this regulation shall be subject to the provisions of Regulation 9 hereof.

12. The fair value shall be ascertained as follows:—

- (a) The Company at the Annual General Meeting or an Extraordinary General Meeting may by a resolution passed by a majority of the shareholders present and voting declare the fair value of shares to be thereafter dealt with in accordance with this Article; (b) such resolution shall remain in force for such period as shall be specified therein or until by simple resolution of a General Meeting it shall be annulled; (c) if at any time when a sale notice is given as aforesaid any such resolution fixing the fair value is in force the fair value fixed thereby with the addition thereto of five per centum per annum from the date of the last preceding balance sheet of the Company to the date of the completion of the sale of the share less any interim dividend shall be deemed to be the fair value of the shares comprised in such sale notice for the purposes of these presents; (d) if at the time that a Sale Notice is given as aforesaid no such resolution is in force it shall rest with the retiring member and the purchasing member to fix by agreement the fair value of the shares comprised in the sale notice, and in case any difference arises the Auditor of the Company shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall, with the addition thereto of interest at the rate of five per centum per annum less any interim dividend as aforesaid, 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.

13. In the event of the retiring member failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid the Directors may execute a transfer in his name and may give a good receipt for the purchase price of such shares and may register the purchasing member as holder thereof and issue to him a Certificate for the same, and thereupon the purchasing member shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares and on such delivery shall be entitled to receive the said purchase price without interest, and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.

14. Whenever any member of the Company being a Director or other officer or servant of the Company shall cease to hold such office or employment the Directors may at any time afterwards resolve that such member do retire, and thereupon the Directors shall take steps to find a purchaser for the share or shares held by him, at the fair value fixed in accordance with Article 12 hereof, and such member shall transfer such share or shares to such person or persons as the Directors nominate. If in any case the member so retiring, for a period of more than three calendar months, after the date of retirement, makes default in transferring such shares or share 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 share or shares, and shall hold the purchase money in trust for the retiring member. 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.

15/ The Directors may decline to recognise any instrument of transfer unless a fee of 2/6 is paid to the Company in respect thereof, and the instrument of transfer is accompanied by the Certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

16. The Company has power to increase, consolidate or subdivide the capital. Subject to the rights contained in Clause 4 of Table A in the First Schedule to the Companies Act (Northern Ireland), 1960, any unissued shares and any shares in any new capital may be issued by the Company with any special or preferential rights and privileges or subject to any special terms or conditions, and either with or without any special designation, and any such right, privilege, term, condition or designation of or relating to the original or any new capital may from time to time be modified or abrogated in accordance with the regulations for the time being of the Company. The Company may from time to time by special resolution reduce its capital.

17. Regulation 54 of the said Table A shall be read as if the following words were added to the end thereof, viz.:— "And the approval, alteration or cancellation of a panel of arbitrators under the Arbitration Clause herein contained."

18. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as by or by virtue of these presents otherwise provided, two members personally present shall form a quorum.

19. The Chairman, if any, of the Board of Directors, shall preside at every General Meeting, but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the members present, shall choose some Director, or if no Director be present, or if all the Directors present decline to take the Chair, they shall choose some member present to be Chairman of the Meeting.

### DIRECTORS

20. The first Directors of the Company shall be Robert Campbell and Marie Patricia Campbell.

The said Robert Campbell shall be the Governing Director and while holding such office shall be Chairman of the Company, and all the other Directors of the Company for the time being shall be under his control and shall be bound to conform to his directions in regard to the Company's business and he shall hold office for life or until he resigns the office, subject only to Clause 23 hereof, and while holding office pursuant hereto, he shall not be subject to retire by rotation nor be taken into account in determining the rotation of Directors.

21. Regulation 88 of Table A shall be altered by omitting therefrom the provision that every Director present at each meeting of Directors shall sign his name in a book kept for the purpose.

22. The Company may in General Meeting from time to time fix the number of Directors and elect duly qualified persons to make up the number of Directors so fixed, and determine the amount of their remuneration, provided that the number of Directors shall not be less than two. All remuneration of the Directors shall be apportionable in respect of time in case any Directors shall serve for less than a year. A resolution of the Board to forego or reduce or postpone the payment of their remuneration or any part thereof shall bind all the Directors. The Directors shall also be entitled to be repaid all travelling and hotel expenses incurred by them respectively, in or about the performance of their duties as Directors, including the expenses of travelling to and from Board Meetings.

23. The office of a Director shall be vacated:—

- (1) If he fails to obtain his qualification share within two months of his appointment, or thereafter ceases to hold his qualification share; or
- (2) If he is absent from Directors' Meetings for six consecutive meetings without the consent of the other Directors, and they resolve that he vacate office; or
- (3) If by notice in writing to the Company he resigns the office of Director; or

- (4) If he becomes bankrupt or insolvent, or enters into any arrangement with his creditors; or
- (5) If he ceases to be a Director by virtue of the Act; or
- (6) If he is found lunatic or becomes of unsound mind.

24. A Director may hold any other office or place of profit under the Company, upon such terms as to remuneration and otherwise as may be determined by the Board.

25. A Director shall be capable of contracting and participating in the profits of any contract or arrangement with the Company in the same manner as if he were not a Director, and every such contract shall be valid, and no Director shall vacate his office or be disqualified by reason of any such contract, or be liable to account to the Company for any profit thereby made, and every Director shall be entitled to vote in respect of any contract in which he may be interested in the same manner as if such interest did not exist, provided that he has previously disclosed his interest in the manner prescribed by the Act. A general disclosure that a Director is interested in transactions with a particular Company or firm shall be sufficient disclosure for this purpose.

26. The Directors may raise or borrow for the purposes 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 capital or by the issue at such price as they

may think fit of 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 way as the Directors may think expedient.

27. A resolution in writing signed by a majority of the Directors, for the time being, including the Governing Director, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

28. The quorum necessary for the transaction of the business of the Directors, may be fixed by the Directors, and unless so fixed shall be two.

29. Except in cases where the provisions of this Article may be void under Section 196 of the Companies Act (Northern Ireland) 1960, every Director, officer, or servant of the Company shall be indemnified out of its funds against all costs, charges, expenses, losses and liabilities incurred by him in the conduct of the Company's business or the discharge of his duties; and no Director or officer of the Company shall be liable for the acts or omissions of any other Director or officer, or by reason of his having joined in any receipt for money not received by him personally or for any loss on account of defect of title to any property acquired by the Company or on account of the insufficiency of any security in or upon which any moneys of the Company shall be invested, or for any loss incurred through any banker, broker, or other agent, or upon any ground whatever, other than his own negligence, default, breach of duty or breach of trust.

30. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company according to the estimate formed by them thereof.

### WINDING UP

31. In a winding up the Liquidator may with the sanction of the Extraordinary Resolution distribute all or any of the assets in specie among the members in such proportion and manner as may be determined by such Resolution, provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as if such resolution were a Special Resolution passed pursuant to Section 257 of the Act.

### NOTICES

32. Regulation 138 of Table A shall be altered so that any notice sent by post shall be deemed to be served at the time the letter containing the same is posted. A member who has no registered address in the United Kingdom or Republic of Ireland shall be deemed to have waived his right to receive notices from the Company.

33. (a) If any difference, question or other matter in dispute, the manner of deciding which is not hereinbefore or in said Table A prescribed, shall arise amongst the Directors or between the Directors and any Share-holders, or between the Company and any Share-holder, in relation to these Articles, or anything contained in or arising out of these Articles or as to the true construction and meaning thereof, such difference, question or matter in dispute, unless the parties agree to refer same to a single arbitrator, shall be referred to two arbitrators, one of whom shall be chosen by each of the parties in difference, with power to the two arbitrators so chosen to appoint an umpire. The Company in General Meeting may at any time from time to time by resolution approve of a panel giving the names and addresses of the persons who will be eligible to act as arbitrators, and the person or persons to be selected as arbitrator or arbitrators under this clause shall while any such panel is in force, be chosen from such panel, and if more than one arbitrator be appointed, then the umpire shall also be chosen from such panel. Any such panel may from time to time be cancelled, altered or added to by resolution of the Company in General Meeting, but shall not consist of more than six persons.

(b) The decision of the arbitrators or in case they disagree, the decision of their umpire shall be final and binding.

(c) Every such arbitration shall, as to the mode and consequence thereof, and in all other respects conform to the provisions as to arbitration contained in the Arbitration Act (Northern Ireland) 1937 or any then subsisting statutory modification or extension thereof. Every or any such reference and any award made thereunder may be made a rule of any of her Majesty's Courts of Records in Northern Ireland upon the ex parte application of either party.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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*Patricia Apple*  
*Knockraun, Keady, Co. Armagh*  
FARMER ✓

*Marie Patricia Campbell.*  
*Knockraun, Keady, Co. Armagh.*  
MARRIED WOMAN ✓

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Dated the *EIGHTH* day of *OCTOBER* 1970.

Witness to the above Signatures:—

*J. J. Fletcher*  
*29, English Street,*  
*Armagh*  
*Accountant.*