



**Danish Crown**

**Articles of  
Association of  
Leverandørselskabet  
Danish Crown  
AmbA**

*August 2021*



# Articles of Association of Leverandørselskabet Danish Crown AmbA

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## 1. Name and registered office

- 1.1 The name of the Company is "LEVERANDØR SELSKABET DANISH CROWN AmbA".
- 1.2 The registered office of the Company is situated in the Municipality of Randers, Denmark.
- 1.3 The Company is a cooperative society (in Danish: andelselskab) with limited liability for its members.

## 2. Objects

- 2.1 The objects of the Company are to sell on the best terms possible the members' output of pigs and sows, cattle and calves, and to carry on such other business as the Board of Directors deems to be of commercial interest to the Company and for the benefit of its members.
- 2.2 The Company will sell members' supplies on market terms and optimise the returns on and the value of its investments.
- 2.3 Purchases may be made from sources outside the group of members, and the Company may engage in the production of slaughter animals.
- 2.4 The Company may participate in such activities to promote the production of livestock and the food industry as the Board of Directors deems to be of commercial relevance to the Company and its members.
- 2.5 The Company may achieve its objects by owning, in full or in part, businesses and companies.

## 3. Members

- 3.1 The members of the Company are:
  - a. anyone who was a member of LEVERANDØRSELKABET DANISH CROWN AmbA as at 1 October 2000;
  - b. anyone who, after having filed a signed application for admission, has been approved as a member by the Board of Directors after 1 October 2000, see Article 3.6;

c. anyone who after 1 October 2000 has been registered as a member of the Company on a collective basis pursuant to Article 3.7.

- 3.2 Producers of pigs and sows as well as cattle and calves whose business(es) is/are located within the natural area of the Company can be admitted as members. A "producer" is a person – natural or legal – who for his own account and risk rears pigs for slaughter and/or sells sows, cattle or calves from his own herd for slaughter. A "business" is the production of pigs or sows (from piglet production) or cattle or calves in a personal setting (personal business) or a corporate setting (legal person).
- 3.3 The members of the Company are divided into the following membership categories:
  - a. Producers of slaughter pigs (pig-supplying members);
  - b. Producers of piglets/sows (sow-supplying members);
  - c. Producers of cattle and calves (cattle-supplying members).
- 3.4 The membership of a member may cover one or more of the above-mentioned membership categories.
- 3.5 A person wishing to be admitted as a member must submit to the Company a written application to that effect not later than three months prior to the first day of the month in which the membership for the relevant category, see Article 3.3, is to commence. However, producers of cattle and calves may be admitted as members of the category in question immediately if it is the first time they are applying for membership of the Company, see Article 3.3.
- 3.6 Taking into consideration the capacity of the Company, the Board of Directors will decide on the admission of members and determine any special admission conditions, but see Article 3.7 on collective application for membership.
- 3.7 However, in the event of collective application for membership, including in connection with the enrolment of an abattoir company, admission will be decided on by the Board of Representatives, who, based on the proposal of the Board of Directors, will lay down any special admission conditions.



### 3.8 Newly established producers

3.8.1 Notwithstanding the provisions of Article 3.5, newly established producers may be admitted as members immediately after the Company has approved their application for admission..

Newly established producers do not include producers who have formerly, directly or indirectly through a legal person in which the producer has or have had a controlling interest, supplied animals of the membership category in question to the Company. Similarly, newly established producers do not include businesses in which the said producers, directly or indirectly, have a controlling interest.

3.9 Where very special circumstances apply to the person applying for admission, the Board of Directors of the Company may derogate from the admission provisions.

3.10 Membership supplies means supplies of animals for slaughtering within the membership category/categories comprised by the membership of the member which stem from businesses comprised by the member's membership and which have been bred for the member's own account and risk.

### 3.11 Definition of membership, control, etc.

3.11.1 A membership will cover any business within the natural business area of the Company which is operated by the member or by a business in which the member has a controlling interest (subsidiary) or by a business which has a controlling interest in the member (parent company) or by a business subject to the same control as the member (same controlling owners within the group of companies). The member must ensure that the obligations following from membership as well as the conditions applying to the admission of the member are also satisfied with respect to the above-mentioned businesses comprised by the membership.

3.11.2 For purposes of these Articles of Association, the following terms have the following meaning:

a) Control" means the authority, actually or legally and directly or indirectly, by virtue of

ownership, agreement, articles of association or another legal basis to make or enforce decisions to apply for membership or terminate membership of the Company.

If no one person is authorised to make such decision, control is deemed to rest with the person or business that must be deemed to have the greatest influence on the business or – if no one is deemed to have the greatest influence – the person or business with the largest ownership interest in the business.

3.11.3 Where two or more members have joint control of a business – but none of them exercises control alone – the members must ensure that the person(s) or the business owning or operating the business is/are registered as a member of the Company.

3.11.4 Where two or more businesses are subject to the same control, only one membership can be obtained.

3.11.5 Each business is entitled to one membership only. The Company must be informed as to which person is entitled to exercise the membership, including to bind the business, vote and be elected.

3.11.6 When deciding whether or not a business is covered by a membership, the Board of Directors may disregard any arrangements or structures deemed to have been designed to circumvent the Articles of Association of the Company, including the definitions of "business" and "producer", see Article 3.2 above, and "control", see Article 3.11.2 above.

3.12 Any member is obliged to comply with the Articles of Association of the Company applicable from time to time and with any rules and conditions laid down or applicable pursuant thereto, including the Company's Code of Practice.

3.13 Notices, including notices convening meetings, from the Company to its members and suppliers are published on the Company's website or by means of digital communication as directed and announced by the Board of Directors from time to time.

3.14 Where, according to these Articles of Association, communication between the members and the Company must be in writing, such



requirement of written communication may be satisfied by digital communication as directed and announced by the Board of Directors from time to time. Notwithstanding this provision, any communication concerning elections must be conducted in accordance with the Company's election regulations as laid down by the Board of Directors, see Article 9.10.1.

#### 4. Termination and transfer of membership etc.

- 4.1 Members who during a full financial year have not provided any membership supplies will be considered to have resigned from the Company with effect from the end of that financial year. On a member's request, the Company may disregard cases where the lack of membership supplies is due to special production circumstances or temporary production disruptions.
- 4.2 Any member may resign his membership of the Company by giving the Company not less than twelve months' written notice to expire at the end of a month. Resignation may be effected in respect of the membership as a whole or in respect of specific membership categories only. Any notice of resignation received by the Company cannot be withdrawn, and the member in question cannot resume his membership of the Company until at least three months after the resignation has become effective, see Article 3.5.
- 4.3 If a member company is the discontinuing company in a merger, the conclusion of the merger agreement will be considered a notice of termination, and the membership will terminate simultaneously with the discontinuation of the company. If the surviving company in the merger or the new company resulting from the merger is a member or is obliged to be a member under the provisions of Article 3 and is subject to the same control as the discontinuing company, the membership will continue as before regardless of the merger.
- 4.4 In the event of a successive transfer of ownership of the business constituting the basis of membership, the membership will be deemed to have terminated when the control of the business has been transferred to the transferee, provided that the member simultaneously transfers his rights and obligations as a member

of the Company in accordance with Article 4.6.

- 4.5 The Board of Directors of the Company may in very special circumstances derogate from the above provisions.
- 4.6 In connection with the transfer of ownership or the letting out on a lease of a member's business, the member in question may transfer to the buyer or lessee his rights and obligations as a member of the Company for the membership category or categories covered by his membership.
- 4.7 Notwithstanding the provisions of Articles 4.3 to 4.6, in the event of any of the following transfers, the transferor's membership of the Company will terminate only upon giving notice and expiry of the same as stated in Article 4.2, unless the Board of Directors derogates from this provision: Any transfer to (i) the transferor's spouse or cohabitant, (ii) a legal person in which the transferor has or by the transfer acquires control, (iii) a legal or natural person which has a controlling interest in the transferor, or (iv) a legal person, provided that the same natural or legal person has or by the transfer acquires control of the transferor as well as of the transferee.
- 4.8 The Board of Directors may expel a member in the event of such member's
- a) breach of the special admission terms;
  - b) neglect of the duty to deliver;
  - c) breach of other provisions of the Articles of Association or rules and conditions laid down or applicable pursuant thereto, including the Company's Code of Practice;
  - d) disloyal conduct towards the Company or violation of its interests.
- 4.9 The member may appeal the expulsion to the Board of Representatives, who will decide at their next meeting whether to approve the expulsion.
- 4.10 Any appeal against an expulsion must be filed within one month of the member's receipt of the Board of Directors' notification of expulsion. The appeal will act as a stay of execution,



and an appealed expulsion will not become effective until it has been approved by the Board of Representatives.

- 4.11 In situations where the Board of Directors is authorised to expel a member pursuant to the rules outlined above, the Board of Directors is also entitled – regardless of whether or not the Board decides on an expulsion – to order the member to pay a penalty to the Company, see Article 5.7.
- 4.12 Whenever a membership is terminated, the member will forfeit any claim to a share in the Company's assets and property except for the balances of the member's cooperative owner's account and owner's account, which will be paid out in accordance with the applicable rules.

## 5. Duty to deliver

- 5.1 Subject to the exceptions described below, the members have a duty to deliver to the Company their entire output of animals (membership supplies) within the membership category or categories covered by their membership.
- 5.2 The duty to deliver under Article 5.1 applies to all the businesses covered by the membership pursuant to the rules set out in Article 3.
- 5.3 Exempt from the duty to deliver are:
- a) Pigs and/or sows that are emergency-slaughtered in accordance with the applicable veterinary rules or sold for use as breeding animals;
  - b) Pigs with a carcass weight of less than 50 kg;
  - c) Calves and cattle that are emergency-slaughtered, see a), or sold for use as breeding or production animals;
  - d) Sucking calves without any slaughter value;
  - e) Animals that are slaughtered for use in the household of the member or his employees or in the household of the owner under a lease agreement.

## 5.4 Split delivery

- 5.4.1 Pig-supplying and sow-supplying members are entitled to deliver on the below-mentioned terms the below-mentioned shares of their supplies of slaughter pigs and/or sows to parties other than the Company in either of the following two ways:
- a) The member must, by giving at least six weeks' notice, notify the Company in writing of the share of the member's weekly supply – which is not to exceed 20% – which the member intends to deliver to parties other than the Company.
  - b) The member must, by giving at least six weeks' notice, notify the Company in writing of the share of eight weeks' supplies – which is not to exceed 12.5% – which the member intends to deliver to parties other than the Company. The Company will determine the date of commencement of the eight-week period forming the basis for calculating the share which the member may deliver to parties other than the Company during the last week of the eight-week period.
- 5.4.2 The member may, by giving at least six weeks' notice, notify the Company in writing that he wishes to switch from the delivery model set out in Article 5.4.1a) to the delivery model set out in Article 5.4.1b) – or vice versa.
- 5.4.3 The member may, by giving at least nine weeks' notice, notify the Company in writing that he wishes to cease exercising his right to deliver to parties other than the Company.
- 5.4.4 For the supplies comprised by the notification to the Company described in Article 5.4.1a) or b), the member will receive no supplementary payment and no share of other distributable amounts, regardless of the scope of the member's supplies to parties other than the Company.
- 5.4.5 If, in the Company's opinion, based on supplies already delivered or notifications already given concerning future supplies to parties other than the Company, it seems highly probable that the pig-supplying and/or sow-supplying members will between them deliver more than 15% of their total annual supply of slaughter pigs and/or sows to parties other than the Company, the Company may reduce the share which pig-supplying and sow-supplying mem-



bers are individually entitled to deliver to other parties, see Article 5.4.1, so that the total supply from the pig-supplying and sow-supplying members to parties other than the Company does not exceed 15% of their total annual supply at the end of the current financial year.

However, pig-supplying and sow-supplying members will in any circumstances be entitled to deliver 15% of their weekly supplies to parties other than the Company on the terms specified in Articles 5.4.1 – 5.4.7.

A reduction will be distributed proportionately among those members who have given or later give notification pursuant to Articles 5.4.1a) and b).

- 5.4.6 Regardless of whether a member has notified the Company of his intention to exercise the right to deliver to parties other than the Company, the Company must accept and buy the member's full output of pigs and sows.
- 5.4.7 The Board of Directors of the Company will from time to time determine the rules governing the right to deliver supplies to parties other than the Company, including rules on opt-in and opt-out, the duty to disclose supplies to parties other than the Company, spot and voucher checking and the submission of auditor-endorsed statements of the supplies delivered to the Company and other parties.
- 5.5 The duty to deliver will become effective and cease to be effective simultaneously with the commencement and termination of a membership.
- 5.6 If the Board of Directors finds it appropriate to receive information on herd size and on past or expected output from the members within a membership category, the members are required to submit such information, including appropriate documentation.
- 5.7 In the event of any non-compliance with the duty to deliver, the Board of Directors may order the member in question to pay to the Company a discretionary penalty of up to 25% of the value of the animals which the member was obliged but failed to deliver to the Company.
- 5.8 On suspicion of evasion of the duty to deliver,

the Board of Directors may order the member to provide documentation that the duty to deliver has been met – including that animals sold as breeding animals and calves and cattle sold for production have actually been used for those purposes. If the member refuses to provide the documentation requested, such refusal will be deemed to be a confession of the member's evasion of the duty to deliver. The Board of Directors may fix the amount of the penalty at its discretion if the member fails to provide adequate documentation of the volume of non-delivered supplies.

- 5.9 In the event of a nationwide strike or lock-out in the abattoir industry, a member may deliver, by invoicing through the Company, pigs as well as cattle and calves covered by the duty to deliver for slaughtering abroad or to persons or businesses in Denmark of whom the members know that they will themselves transport or resell the animals for slaughtering abroad. Animals invoiced through the Company are settled at the price achieved and without any right to supplementary payment or any share of other distributable amounts.
- 5.10 In very exceptional circumstances, the Company may grant – to all members, groups of members or individual members – an exemption from the duty to deliver.

## 6. Right to deliver

- 6.1 The Company is under a duty to accept and buy the members' membership supplies, provided that all the relevant rules laid down by the authorities and trade organisations are complied with and that the veterinary status is maintained.
- 6.2 To the extent allowed by the Company's capacity and subject to compliance with the conditions of Article 6.1, the Company will accept supplies from any producer of pigs, sows, cattle and calves within the natural business area of the Company.
- 6.3 In the event of fire, war, export prohibition, strike, lock-out and/or notice or start of a sympathy action by the member's or the Company's workers or any other force majeure event, or in the event of collective measures decided by an organisation of which the Company



is a member, the Company's duty to accept and buy ceases to apply to the extent determined by the Board of Directors.

- 6.4 Members will have no claim for compensation and will have no right to make deliveries to other parties if the Company's capacity is temporarily insufficient or if the Company's duty to accept and buy has ceased pursuant to Article 6.3. Similarly, members will have no right to resign their membership of the Company in that connection without observing the rules set out in Article 4.2. The Company may permit in writing delivery of supplies to other parties pursuant to the rule in Article 5.9 or otherwise if required for veterinary, animal ethical or other reasons.

## 7. Delivery and settlement

- 7.1 Notification and delivery must take place in accordance with specific rules laid down by the Board of Directors.
- 7.2 All supplies to the Company are settled in accordance with the rules laid down by the Board of Directors. Where veterinary or other circumstances which are not attributable to the Company result in extraordinary expenses for the Company, the Board of Directors may set the settling price with due allowance for such expenses.
- 7.3 The Company is obliged to collect member supplies at the member's premises, provided that the access and collection conditions are in order and in keeping with the times in terms of health & safety, animal welfare and means of transport.
- 7.4 The Company plans the collection of animals notified by the members and pays the incidental costs in accordance with rules laid down by the Board of Directors.
- 7.5 Members are entitled to transport their own animals to the Company's premises in accordance with the Rules for Members Providing their own Transport ("*Regler for Selvkørere*") laid down by the Board of Directors and against payment of a transport allowance which will also be de-termined by the Board of Directors.
- 7.6 Prior to any payment by the Company to a member, including supplementary payments, dis-tributions or other amounts, the Company

is entitled to offset any amounts owed by the member, regardless of whether or not such amounts are due for payment at the time of the offset.

## 8. Liability

- 8.1 Members are personally, jointly and severally liable for the Company's obligations. However, such liability may be asserted only by the Company or the Company's estate.
- 8.2 The liability of each individual member cannot exceed DKK 25,000.00.
- 8.3 Between themselves, the members are liable in proportion to their membership supplies to the Company during the last five concluded financial years, calculated as the number of slaughter units pursuant to the rules set out in Article 14.5. In the event of failure to comply with the duty to deliver, a member's liability will be calculated on the basis of an average of the member's supplies during the preceding financial years of the membership period if this period is shorter than five financial years.
- 8.4 However, if liability has not been asserted by the end of the second full financial year after termination of the membership, the liability will be totally extinguished.
- 8.5 The liability set out in Article 8.1, see Article 8.2, can only be asserted against the members if, in the opinion of the Company or the receivers, the Company's liabilities exceed its assets.

## 9. Voting rights, eligibility and election rules

- 9.1 Each member has one vote.
- 9.2 For legal person memberships, the voting right must be exercised by a person who is authorised to bind the legal person.
- 9.3 The voting right will lapse upon termination of the membership.
- 9.4 The voting right is exercised in the local district in which the business constituting the basis of membership is located.
- 9.5 Where a member has two or more businesses within the same membership category which qualify for membership in two or more local





districts, such member is free upon admission to choose in which of those districts he wishes to exercise his voting right. A subsequent change of that choice is subject to the approval of the Board of Directors.

- 9.6 To be eligible for election or re-election to and to serve on the Company's bodies, the person in question must:
- a) be a member and not have definitively ceased to be an active supplier;
  - b) not have given notice of termination of his membership;
  - c) not serve on a body of a competing abattoir company;
  - d) in case of a new election have indicated in writing or orally that he is willing to accept election;
  - e) after acceptance of his election sign a non-disclosure agreement concerning commercial information from the Company.
- 9.7 A person representing a legal person will be eligible if the person satisfies the requirements set out in Article 9.6 c) and d), provided that the legal person satisfies the requirements of Article 9.6 a) and b).
- 9.8 If a person serving on one of the Company's bodies no longer satisfies the requirements for holding such position pursuant to Article 9.6, the person in question must immediately resign from that position.
- 9.9 Eligibility follows the local district in which the voting right may be exercised.

## 9.10 Election procedure

- 9.10.1 Where more than one candidate is to be elected to the Company's bodies, the election of persons, which will be conducted by ballot, will be held in accordance with the priority method according to the election regulations of the Company as determined by the Board of Directors..
- 9.10.2 In case of election of members to the Board of Representatives or the beef forum, the number of names listed on each ballot paper must as a minimum be equal to one more than one third (rounded down) of the number of candi-

dates to be elected.

- 9.10.3 In connection with the election of members to the Board of Directors by the Board of Representatives, local district representatives and the beef forum, the number of names listed on the ballot paper must be precisely equal to the number of candidates to be elected.
- 9.11 For the purposes of these Articles of Association, a simple majority means that the number of votes cast for the candidate or proposal in question is more than half of the votes counting in the election, disregarding any blank or invalid votes.
- 9.12 Where only one candidate is to be elected, each participant in the election casts one vote. Election requires a simple majority of votes. If necessary, the process of voting will be repeated until a simple majority has been attained in such a manner that the candidate obtaining the smallest number of votes in the preceding round of voting is left out of the voting. In the event of an equality of votes, one more vote will be carried out. If there is again an equality of votes, the election will be decided by drawing lots.
- 9.13 The Board of Directors will determine the detailed rules on and the control of the exercise of voting rights in accordance with the applicable provisions. In this connection, the Board of Directors may direct that, for any given two-year period, each individual member must state in advance in which local district and membership category the member wishes to use his vote.
- 9.14 Newly elected members will join the relevant body or committee, etc. immediately after the conclusion of the election.
- 9.15 On the recommendation of the Board of Directors, the Board of Representatives will from time to time lay down the Company's policy for ensuring that the Company's bodies have the relevant skills, diversity, etc.

## 10. Company bodies

- 10.1 The bodies of the Company are the local district meetings, the beef forum, the Board of Representatives, the Board of Directors and



the Executive Board.

## 11. Local districts

11.1 The pig-supplying and sow-supplying members of the Company are divided into six local districts (the pig districts).

The cattle-supplying members of the Company are divided into six local districts (the cattle districts).

The local districts follow the municipal boundaries wherever possible.

11.2 The object of a local district is to serve as a forum for:

a) communication of information from the Board of Directors to the members and communication of matters from the members to the Board of Directors. In respect of the pig districts, such communication will normally be handled by the members of the Board of Directors attached to the relevant local district at the time in question. In addition to the member of the Board of Directors elected by the district, see Article 16.1a), one member of the Board of Directors elected in pursuance of Article 16.1c) is attached to each district as directed by the Board of Directors;

b) election of members to the Board of Representatives of the Company (in respect of the pig districts) and to the beef forum (in respect of the cattle districts).

11.3 The division into local districts effective as at 11 October 2013 is set out in Appendix 1 to the Articles of Association.

11.4 The division into local districts may be changed as directed by the Board of Representatives.

## 12. Local district meetings

12.1 Ordinary local district meetings are held as soon as possible and not later than two months after the ordinary meeting of the Board of Representatives. Besides the ordinary local district meeting, one additional local district meeting is held if possible.

12.2 Additional local district meetings and other kinds of membership activities are held if an attached member of the Board of Directors or a majority of the representatives of a local district consider it necessary, or when at least 25 members within a local district submit a written request to that effect to an attached member of the Board of Directors, stating the issues they wish to be considered.

12.3 Local district meetings are convened by giving not less than 14 days' notice in the Company's members' journal or by means of digital communication. Such notice must contain the agenda of the meeting. Prior to the ordinary local district meeting, the audited annual report will, if practicable, be sent to the members entitled to vote.

12.4 Extraordinary local district meetings must be convened within one month of the receipt by an attached member of the Board of Directors of a request to that effect, see Article 12.2.

12.5 Proposals from members for consideration at a local district meeting must be sent in writing to an attached member of the Board of Directors in time for the proposal to be included on the agenda. Proposals for consideration at ordinary local district meetings must be received by the attached member of the Board of Directors not less than ten days before the date of the local district meeting.

12.6 A proposal adopted at a local district meeting must be considered by the Board of Representatives at their first subsequent meeting, unless, due to the nature of its contents, the proposal must be considered by the Board of Directors.

12.7 The agenda of ordinary local district meetings must include the following:

1. Election of counters
2. Election of chairman of the meeting
3. Report on the activities of the Company
4. Review of the audited annual report as approved by the Board of Representatives
5. Consideration of any proposals submitted
6. Election of:



- a. Members and alternates to the Board of Representatives (in respect of the pig districts)
  - b. Members and alternates to the beef forum (in respect of the cattle districts)
- 7. Any other business
- 12.8 If a member entitled to vote is prevented from attending the local district meeting, the member may in writing appoint as proxy another member, his spouse or cohabitant or a person employed in his business to vote on his behalf. A member or proxy may vote as proxy for one member only.
- 12.9 Any proposals brought to a vote are decided by a simple majority of votes. In the event of an equality of votes, the proposal is rejected.
- 12.10 Nominations of candidates for election must be in writing. However, nominations may be made orally at a local district meeting as directed by the chairman of the meeting if this is necessary to elect members and alternates, see Article 13.3, and the chairman considers the eligibility criteria set out in Article 9.6 to be satisfied.
- 12.11 Votes to elect persons, which must be conducted by ballot, are conducted in accordance with Article 9.10.
- 12.12 In respect of special areas, e.g. island communities, the Board of Directors may decide to hold separate local district meetings to elect members to the Board of Representatives or decide that votes may be cast by proxy also in situations other than those outlined in Article 12.8 and will lay down detailed rules in this respect. A member or proxy may vote as proxy for no more than three members unless otherwise accepted by the Board of Representatives.
- 13. Beef forum**
  - 13.1 The beef forum consists of up to 53 members elected as follows:
    - a) 50 members are elected by the cattle districts
    - b) Subject to the approval of the Board of Directors, up to three members are elected by special minority groups among the Company's cattle members.
  - 13.2 The election to the beef forum takes place simultaneously with the election to the Board of Representatives in the pig districts and according to the same electoral procedure as the election to the Board of Representatives, see Article 9.10.
  - 13.2 Articles 14.4 and 14.5 also apply in connection with the distribution of the members stated in Article 13.1a) among the cattle districts.
  - 13.3 In connection with the election of members to the beef forum, two alternates are also elected for each cattle district. The candidates receiving the highest number of votes without being elected to the beef forum will be considered elected as alternates. If the number of candidates nominated in a local district is not such as to allow the local district to elect the full number of members (see Article 14.4, cf. Article 13.2) and two alternates using this method (including the electoral procedure described in Article 9.10), the chairman of the local district meeting in question may adopt a specific electoral procedure aimed at ensuring that the remaining members and alternates may be elected.
  - 13.4 Members and alternates are elected for a term of two years.
  - 13.5 If a member is definitively prevented from attending, the alternate from the same local district who received the highest number of votes will replace him. If in such a situation there are no alternates in the relevant local district, a by-election will not be held in that connection.
  - 13.6 The objects of the beef forum are:
    - a) Election of member and observer to the Company's Board of Directors, see Article 13.7i
    - b) Election of other members and alternates to the Company's Board of Representatives, see Article 13.7ii
    - c) Nomination of members for group committees etc. to which the Company has a right of



nomination, see Article 13.7iii

d) Communication of information on the Company's matters and matters of relevance to the cattle-supplying members and from the Board of Directors to the cattle-supplying members

e) Communication of matters from the cattle-supplying members to the Board of Directors

13.7 At its first meeting following the election, the beef forum elects from among its members:

I. A chairmanship consisting of a chairman and a vice-chairman. The chairman is elected first and the vice-chairman second. Both will be considered elected to the Board of Representatives. The elected chairman is also considered elected to serve as a member of the Company's Board of Directors. The elected vice-chairman is also considered elected to serve as an observer on the Company's Board of Directors.

II. An additional seven members and two alternates to the Company's Board of Representatives. The candidates receiving the highest number of votes without being elected to the Board of Representatives will be considered elected as alternates. If the number of candidates nominated is not such as to allow the cattle forum to elect seven members and two alternates using this method (including the electoral procedure described in Article 9.10), the chairman of the cattle forum meeting may adopt a specific electoral procedure aimed at ensuring that the remaining members and alternates may be elected.

III. Nominees for group committees etc. to which the Company has a right of nomination. These persons are elected among the nine members of the Board of Representatives elected by the beef forum.

The elections are presided over by a chairman of the meeting elected by the beef forum and are conducted as separate elections. For each such election, the nomination of candidates and the election are conducted by ballot. However, nominations may be made orally as directed by the chairman

of the meeting if this is necessary to elect members and alternates, see Article 13.7ii, and the chairman considers the eligibility criteria set out in Article 9.6 to be satisfied. Elections are conducted in accordance with Article 9.

13.8 Articles 15.1 - 15.12 (however not Article 15.8) also apply to meetings of the beef forum. Meetings of the beef forum are convened by the chairman of the beef forum.

13.9 The agenda of the ordinary meeting of the beef forum is:

1. Election of vote counter
2. Election of chairman of the meeting
3. Report on the Company's activities and matters of relevance to the cattle-supplying members
4. In uneven years: Elections to the Board of Directors and the Board of Representatives and nomination of candidates for group committees etc.
5. Consideration of any proposals submitted
6. Any other business.

13.10 The Company's chairmanship has the right to attend and speak at the meetings of the beef forum.

## 14. Board of representatives

14.1 The Board of Representatives is the supreme authority of the Company within the framework laid down by these Articles of Association and by law.

14.2 The Board of Representatives consists of up to 90 representatives elected by the pig districts, the beef forum and minority groups.

14.3 The pig districts elect 78 representatives. The beef forum elects nine representatives. Subject to the Board of Directors' approval, up to three representatives are elected by minority groups among the Company's pig-supplying members.

14.4 For purposes of distributing representatives



among pig districts, a calculation is made of the number of slaughter units in the most recently concluded financial year. This calculation provides the basis for determining the number of slaughter units (distribution figure) required to qualify to elect one representative, and each local district elects the number of representatives corresponding to the number of voting units divided by the distribution figure (rounded off).

- 14.5 For purposes of calculating the number of slaughter units, one pig counts as one unit, one sow counts as 1½ units, and one head of cattle or one calf with a carcass weight of more than 100 kg counts as six units.
- 14.6 In connection with the election of representatives, two alternates are also elected for each local district. The candidates receiving the highest number of votes without being elected to the Board of Representatives will be considered elected as alternates. If the number of candidates nominated in a local district is not such as to allow the local district to elect the full number of members (see Article 14.4) and two alternates using this method (including the electoral procedure described in Article 9.10), the chairman of the local district meeting in question may adopt a specific electoral procedure aimed at ensuring that the remaining members and alternates may be elected.
- 14.7 Representatives and alternates are elected for a term of two years.
- 14.8 If a representative is definitively prevented from attending, the alternate from the same local district who received the highest number of votes will replace him. If, in such a situation, there are no alternates in the relevant local district, a by-election will not be held in that connection.

## 15. Meetings of the board of representatives

- 15.1 An ordinary meeting of the Board of Representatives is held every year in the October quarter. In uneven years, the Board of Representatives also convenes to elect members to the Board of Directors, see Articles 16.1a), 16.1c) and 16.1d), immediately after the last ordinary

district meeting, see Article 12.1.

- 15.2 In addition to the ordinary meeting of the Board of Representatives in the October quarter, at least three additional meetings are held every year. Meetings of the Board of Representatives may also be held at the Board of Directors' discretion and must be held when at least nine representatives make a request to that effect to the Board of Directors, stating the issues they wish to be considered.
- 15.3 Meetings of the Board of Representatives are convened in writing or by means of digital communication by giving each individual representative at least two weeks' notice. The provisional agenda is enclosed with the notice convening the meeting. If no new proposals are submitted for the agenda, the provisional agenda will be considered final.
- 15.4 Not later than seven days before the meeting of the Board of Representatives, the final agenda is sent to each individual representative together with the proposals from the Board of Directors, representatives and local districts which are to be considered at the meeting. The audited annual report must also be circulated at least seven days prior to the ordinary meeting of the Board of Representatives unless a preliminary annual report has been presented to the Board of Representatives at an earlier meeting.
- 15.5 Meetings of the Board of Representatives to be held pursuant to Article 15.2 are convened not later than two weeks after the Board of Directors has received the request.
- 15.6 The Board of Directors is responsible for convening and holding meetings of the Board of Representatives. A meeting must be held not later than one month after it has been convened.
- 15.7 Proposals to be included on the agenda of a meeting of the Board of Representatives at the request of representatives or local districts must be sent in writing to the Chairman of the Board of Directors and must be received by the Chairman not later than ten days prior to the date of the meeting of the Board of Representatives.
- 15.8 The agenda of the ordinary meeting of the



Board of Representatives must include the following items:

1. Election of counters
  2. Election of chairman of the meeting
  3. Report on the activities of the Company
  4. Presentation of the audited annual report for approval
  5. Consideration of the Board of Directors' proposal for the distribution of profit or covering of loss
  6. Authorisation to make payments from cooperative owner's accounts and owner's accounts for the coming year
  7. Consideration of any proposals submitted
  8. Appointment of auditors
  9. Any other business.
- 15.9 Meetings of the Board of Representatives in uneven years to elect members to the Board of Directors, see Article 15.1, are conducted as follows:
1. First, the pig district representatives elect the members to the Board of Directors listed in Article 16.1a) in separate meetings.
  2. Then, the full Board of Representatives elects the members to the Board of Directors listed in Articles 16.1c) and 16.1d).
- 15.10 Each member of the Board of Representatives has one vote. Voting rights may only be exercised by personal attendance. However, if prevented from attending the meeting of the Board of Representatives, any member entitled to vote may appoint in writing another representative as his proxy to vote on his behalf at the pig district election as well as the Board of Representatives' election of members to the Board of Directors. A proxy may vote as proxy for only one representative.
- 15.11 Any proposals brought to a vote are decided by a simple majority unless otherwise provided by the Articles of Association. In the event of an

equality of votes, the proposal is rejected.

- 15.12 The Board of Representatives determines the remuneration of its members.

## 16. Board of directors

- 16.1 The Board of Directors consists of up to 12 members and one observer, who are elected as follows:

- a) The representatives of each of the pig districts listed in Article 11.1 elect one member to the Board of Directors.
- b) The beef forum, see Article 13, elects one member to the Board of Directors and one observer.
- c) The Board of Representatives elects three members to the Board of Directors from among its members.
- d) In addition, on the recommendation of the Board of Directors, the Board of Representatives may elect two members to the Board of Directors who are not members or employees of the Company.

Elections are conducted in accordance with the rules set out in Articles 9.10-9.15.

- 16.2 Members of the Board of Directors are elected for a term of two years.

- 16.3 If a member of the Board of Directors elected pursuant to Articles 16.1a) - 16.1c) is definitively prevented from attending, he will resign from the Board of Directors and a by-election will be held in the electoral body in which the member of the Board of Directors was elected. If the Board of Directors still forms a quorum, such by-election may be postponed until the next ordinary meeting of the electoral body in which the resigned member of the Board of Directors was elected. By-elections for members of the Board of Directors elected by the pig districts (Article 16.1a)) and by the full Board of Representatives (Article 16.1c)) are conducted at a meeting of the Board of Representatives in accordance with Article 15.9. By-elections for members of the Board of Directors elected by the beef forum are conducted at a meeting of the beef forum, see Article 13.7i.



- 16.4 At the first meeting of the Board of Directors after the election, the Board of Directors elects from among its members (i) a chairmanship consisting of a Chairman and a Vice-chairman and (ii) nominees for group committees etc. to which the Company has a right of nomination with the exception of nominees elected by the beef forum. The election is presided over by the most senior member of the Board of Directors. If two or more members have equal seniority, the oldest member will preside over the election. The nomination of candidates and the election are conducted by ballot.
- 16.5 The Chairman is elected first and the Vice-chairman second. More than half of the votes cast are required in order to be elected.
- 16.6 The Board of Directors is responsible for the overall management of the Company's affairs. The Board of Directors is responsible for ensuring that the Company's bookkeeping and asset management are satisfactory considering the circumstances of the Company.
- 16.7 The Board of Directors convenes four to six times a year. However, the Chairman will convene additional meetings whenever he deems necessary or if requested by three members of the Board of Directors.
- 16.8 The Board of Directors forms a quorum when at least half of its members are present.
- 16.9 Resolutions by the Board of Directors are passed by a simple majority of votes. In the event of an equality of votes, the Chairman, and in his absence the Vice-chairman, has the casting vote.
- 16.10 Minutes of the business transacted at Board meetings are entered in a minute book to be signed by all Board members attending the meeting. Any member of the Board of Directors who disagrees with a decision made by the Board of Directors is entitled to have his opinion entered in the minute book.
- 16.11 The specific rules governing the activities of the Board of Directors are laid down in rules of procedure drawn up by the Board of Directors.
- 16.12 The Board of Directors determines the remuneration of its members and committee members and informs the Board of Representatives of such remuneration.
- 16.13 The Board of Directors may decide that the Company will take out and pay for insurance in respect of each or some of its members, covering the liability which the relevant member of the Board of Directors may incur to the Company or a third party in connection with the discharge of his duties.
- 17. Employee observers**
- 17.1 The employees of the group may, subject to agreement with the Board of Directors, elect a number of observers to the Company's Board of Representatives. The Board of Directors adopts a set of election regulations setting out detailed guidelines for the holding of elections among employees.
- 18. Committees etc.**
- 18.1 The Board of Directors may set up committees as required..
- 19. Executive board**
- 19.1 The Board of Directors appoints and dismisses the Company's Executive Board, which may consist of one or more members. One member of the Executive Board is appointed as the Company's chief executive officer.
- 19.2 The Board of Directors prepares instructions for the Executive Board, which also set out the qualifications and responsibilities of the Executive Board.
- 20. Powers to bind the company**
- 20.1 The Company is bound by the joint signatures of the Chairman and the Vice-chairman of the Board of Directors, by the joint signatures of the Chairman of the Board of Directors and a member of the Executive Board or by the joint signatures of four members of the Board of Directors and one member of the Executive Board.
- 20.2 The Board of Directors may grant powers of procurement.



20.3 Powers of procuration, which may be granted individually or collectively, are exercisable only in connection with the day-to-day operations.

## 21. Equity

21.1 The equity of the Company comprises the undistributed equity, cooperative owner's accounts, owner's accounts and any additional special-purpose accounts established by the Company.

### 21.2 Cooperative owner's accounts

21.2.1 After the 2016/17 financial year, the annual payments into membership accounts will cease. The balances of these accounts have accumulated by way of set-off against the annual supplementary payments which the members would otherwise have received. At the annual ordinary meeting of the Board of Representatives, however not earlier than for the 2020/21 financial year, the Board of Representatives will on the recommendation of the Board of Directors decide to pass a resolution authorising the Board of Directors to make payments from the cooperative owner's accounts to existing members, see Article 21.4.1, provided and to the extent that the Board of Directors considers such payments to be justifiable taking into consideration the Company's creditors. The authorisation will remain in force until the next year's ordinary meeting of the Board of Representatives.

21.2.2 Cooperative owner's account balances may accrue interest if so resolved by the Board of Representatives, provided that the Board of Representatives simultaneously resolves to pay out the interest, see Article 22.2 d).

21.2.3 On termination of a membership, the balance of the account is made up at the end of the financial year in which the membership terminated. The resulting balance is paid out in annual instalments of 1/5, see Article 21.4.1. If a membership terminates during the first six months of a financial year, the first payment is made six months after the end of the financial year in which the membership terminated. If a membership terminates during the last six months of a financial year, the first payment is made one year after the end of the financial year in which the membership terminated.

The last four payments will be made in the subsequent four years at the same time of the year as the first payment, such that the balance of the account is fully disbursed when these five payments have been made. If the Board of Directors re-solves to pay out the remaining balance of cooperative owner's accounts according to Article 21.2.1, such resolution will also include the balances of former members' cooperative owner's accounts to the effect that the balance of such account is fully disbursed not later than at the same time as the balance of other cooperative owner's accounts.

### 21.3 Owner's accounts

21.3.1 An owner's account has been set up for each member, to which such amounts as the Board of Representatives decides in pursuance of Article 22.2 b) are transferred.

21.3.2 Balances in owner's accounts do not accrue interest.

21.3.3 On termination of a membership, the balance of the owner's account is made up at the end of the financial year in which the membership terminated. Subject to Articles 21.3.4 and 21.4.1, the resulting amount is paid out over the course of ten financial years in equal annual instalments. The first payment relates to the financial year in which the membership terminated and is made at the time of the Company's disbursement of supplementary payments for this financial year and subsequently at the time of ordinary supplementary payments for the following nine financial years.

21.3.4 If the total amount to be paid out for a given financial year in pursuance of Article 21.3.3 exceeds the total amount which in pursuance of Article 22.2 b) is transferred to owner's accounts for the same financial year, the amount paid out for the financial year in question is reduced so that it corresponds to the total transfer for the year. The reduction is distributed proportionately between all the resigned members who are entitled to receive payments from owner's accounts for the financial year in question, as a result of which the annual payment from the owner's account is reduced. The reduction for the financial year in question





is forfeited and will not be paid out in a later financial year.

## **21.4 Common rules for cooperative owner's accounts and owner's accounts**

21.4.1 At the annual ordinary meeting of the Board of Representatives, the Board of Representatives decides on the authorisation to the Board of Directors to make payments from cooperative owner's accounts and owner's accounts, respectively, in accordance with the applicable rules set out in the Articles of Association – provided and to the extent that this is deemed justifiable considering the creditors of the Company. The authorisation will remain in force until the next year's ordinary meeting of the Board of Representatives.

21.4.2 Owner's account balances will be paid out only if the membership has been terminated in accordance with the rules set out in Article 4, see also Article 21.4.4. The balance of a membership account may be paid out if the membership has been terminated in accordance with the rules set out in Article 4, in connection with the discontinuation of cooperative owner's accounts pursuant to Article 21.2.1 or on another basis according to regulations laid down pursuant to Article 21.4.5, if the Board of Representatives on the recommendation of the Board of Directors issues such authorisation, see Article 21.4.1. However, payments under Article 21.2.1 cannot be adopted earlier than for the 2020/21 financial year.

21.4.3 Where under the rules set out in Article 21.4.2 the balance of a cooperative owner's account or an owner's account is not to be paid out, the balances of these accounts are considered to be comprised by a transfer, if any, in accordance with Article 4.6.

21.4.4 If through a transfer of or other transactions relating to the business constituting the basis of membership, e.g. in connection with the formation of companies or otherwise, one or more members seek to advance payments from the cooperative owner's account referred to in Article 21.2 and/or the owner's account referred to in Article 21.3, the Board of Directors may disregard such arrangements and agreements and make continued membership conditional upon no payments being made for the business in question from these accounts.

21.4.5 The Board of Representatives adopts a set of regulations setting out detailed provisions for cooperative owner's accounts and owner's accounts.

## **22. Profit or loss for the year, provisions and distribution**

22.1 Together with the draft annual report approved by the Board of Directors, the Board of Directors presents a proposal for the distribution of the profit for the year as stated in the annual report.

22.2 The Board of Representatives may, on the recommendation of the Board of Directors, decide that the profit for the year will be allocated as follows:

- a) For supplementary payments
- b) For consolidation of the Company through transfer to the Company's undistributed equity, it being noted, however, that up to 75% of the consolidation amount may be transferred to owner's accounts, see Article 21.3.

The Company's pig-supplying, sow-supplying and cattle-supplying members contribute to the consolidation in proportion to their shares of slaughter units for the respective membership categories in the most recent financial year. This applies to the share transferred to the Company's undistributed equity as well as the share transferred to owner's accounts. The share of the total consolidation transferred to owner's accounts is converted into DKK/kg within each membership category based on membership supplies by members during the financial year and determined as a specific DKK amount per kg. Notwithstanding the above, the Board of Directors may, however, in its proposal make such deviations from the distribution keys described as are necessary to take into account special circumstances pertaining to each membership category as well as any rounding in calculations

- c) For transfer to other special-purpose accounts, including for the purpose of covering future losses



d) For paying interest on balances in the cooperative owner's accounts referred to in Article 21.2 upon simultaneous resolution to pay out the interest accrued

e) For other purposes.

## 22.3 Supplementary payments

22.3.1 Supplementary payments are determined with due regard being had to the earnings of each membership category and the share of the Company's profit from joint activities. Payments may thus be differentiated in respect of the different categories of membership supplies. The amounts are determined as a fixed amount per kg for each of the membership categories in question.

22.3.2 The supplementary payment will normally be based on membership supplies for the relevant financial year. In very special circumstances, e.g. if extraordinary income does not exclusively pertain to or should not reasonably be allocated to the relevant financial year, the Board of Representatives may decide, on the recommendation of the Board of Directors, that the supplementary payment in respect of this income should be calculated on the basis of the membership supplies during the past five financial years.

22.4 In the event that the annual report shows a loss, such provisions for bad debts as have been made in previous financial years are first allocated towards covering the loss. Any additional amount required will be covered first by the undistributed equity to the extent possible and secondly through a pro rata reduction of, first, owner's account balances and, secondly, cooperative owner's account balances.

22.5 If the Board of Representatives does not approve the draft annual report approved by the Board of Directors or the proposal contained therein for the distribution of the profit for the year, the Board of Directors will be given the opportunity to discuss this issue again for the purpose of presenting another proposal if relevant.

22.6 On the recommendation of the Board of Directors, the Board of Representatives may decide to make distributions from the Company's undistributed equity. Such distribution may be made in cash or in the form of marketable assets. The undistributed equity is distributed

according to the distribution key set out in Article 27.6.4.

22.7 The proposal from the Board of Directors pursuant to Articles 22.1 and 22.6 must make due allowance for the Company's financial condition, including the amount and composition of its equity, the Company's equity ratio and liquidity, the need to make provisions for special purposes and the adequacy of the working capital.

## 23. Financial statements and audit

23.1 The Company's financial year runs from 1 October to 30 September.

23.2 On the recommendation of the Board of Directors, the Board of Representatives appoints for a term of one year one or more state-authorized public accountants to carry out the audit.

## 24. Danish Agriculture & Food etc.

24.1 The Company may be a member of the Danish Agriculture & Food Council ("*Landbrug & Fødevarer*") and other trade organisations as decided by the Board of Directors.

24.2 If the Company is a member of the Danish Agriculture & Food Council, the Company and its members and suppliers will be under an obligation to comply with any legal decisions made by the Danish Agriculture & Food Council or by any committee set up by the Danish Agriculture & Food Council and with any previous decisions by the board of directors of Danske Slagterier for purposes of implementing joint measures deemed to be in the business and commercial interest of all abattoirs and producers, even if such decisions result in an interruption in the business of one or more businesses for a shorter or longer period of time.

24.3 Penalties or sanctions may be imposed on members or suppliers of the Company in the event of their non-compliance with decisions made by the Danish Agriculture & Food Council or Danske Slagterier in accordance with Article 24.2 which the Company has communicated to its members and suppliers and published on the Company's website.

24.4 Where a penalty or sanction is imposed on a member or a supplier pursuant to Article 24.3, the Company will, irrespective thereof, be entitled to claim damages from such member or



supplier for any loss suffered by the Company due to the matter in question. Members or suppliers cannot claim damages from the Company in consequence of any decisions made by the Danish Agriculture & Food Council or Danske Slagterier, see Article 24.2.

## 25. Trade organisations

- 25.1 The Company may be a member of trade organisations as decided by the Board of Directors.
- 25.2 If the Company is a member of a trade organisation as referred to in Article 25.1, the Company and its members and suppliers will be obliged to comply with any legal decisions made by such trade organisation.

## 26. Adjustments to the Articles of Association, merger and surrender of voting majority

- 26.1 Any decision of the Board of Representatives to amend the Articles of Association or to merge the Company with another company requires a majority of at least 2/3 of the votes cast, not including blank or void ballot papers, and at least half of all the members of the Board of Representatives must participate in the vote.
- 26.2 Irrespective of the provisions of Article 26.1, however, the Board of Directors may carry out a merger provided that the Company is the surviving company, that the merger – based on an assessment of e.g. the acquired assets and liabilities – must be deemed not to be of decisive importance to the Company and that new members are not admitted to the Company in that connection.
- 26.3 Any merger as described in these Articles of Association must be carried out in accordance with section 21 a of the Danish Act on Undertakings Carrying on Business for Profit ("*Lov om erhvervsdrivende virksomheder*").
- 26.4 Any decision by the Board of Representatives to surrender the voting majority in Danish Crown A/S must be made at two consecutive meetings of the Board of Representatives held with an intervening period of at least two weeks. At both meetings of the Board of Representatives, the decision requires a majority of at least 2/3 of the votes cast, not including blank or void ballot papers.

## 27. Dissolution of the company

- 27.1 Any decision to dissolve the Company must be made at two consecutive meetings of the Board of Representatives held with an intervening period of at least two weeks. At both meetings of the Board of Representatives, the decision requires a majority of at least 2/3 of the votes cast, not including blank or void ballot papers.
- 27.2 Following a decision to dissolve the Company, the Board of Representatives will elect a liquidation committee of three to five persons (liquidators), who will take the place of the Board of Directors and the Executive Board. Two members of the liquidation committee will have the power to bind the Company in every respect.
- 27.3 The liquidation must be carried out in accordance with section 20 of the Danish Act on Undertakings Carrying on Business for Profit.
- 27.4 The liquidation committee will wind up the Company's business and sell the Company's assets on the best terms possible and subsequently satisfy all the Company's creditors.
- 27.5 If this results in a loss, such loss will be allocated and settled in accordance with the provisions of Article 8.

## 27.6 Distribution of liquidation proceeds

- 27.6.1 Any remaining assets will be allocated as follows and in the order given:
- 27.6.2 First, the balance of each cooperative owner's account will be disbursed to the members entitled thereto. If the remaining assets are not sufficient for such disbursements, the balance of each cooperative owner's account will be reduced proportionately regardless of when the individual account was opened and when the payments into the account were made.
- 27.6.3 Next, the balance of each owner's account will be disbursed to the members entitled thereto. If the remaining assets are not sufficient for such disbursements, the balance of each owner's account will be reduced proportionately regardless of when the individual account was opened and when the payments into the account were made.
- 27.6.4 Any amount still remaining at this point will be disbursed to and distributed among the



members in proportion to the slaughter units delivered as membership supplies during the last five concluded financial years plus any final operating period.

27.6.5 Any amounts payable pursuant to Article 27.6.4 may, subject to the decision of the liquidation committee, be paid either in cash or in the form of marketable assets.

27.7 The Company will be deemed to have been dissolved once the Board of Representatives has approved the closing liquidation financial statements.

## **28. Disputes**

28.1 Any question concerning the interpretation of these Articles of Association and any dispute between the Company and the individual members will be finally settled by arbitration in pursu-ance of the Danish Arbitration Act ("*Voldgiftsloven*").

28.2 In connection with disputes of significant financial importance or concerning matters of princi-ple, either party may demand that the arbitration tribunal be composed of three judges from the Danish Supreme Court ("*Højesteret*") or the Danish High Court ("*Landsretten*"). In such case, the Company will on behalf of both parties ask the presidents of the Supreme Court, the Western Division of the High Court and the Eastern Division of the High Court to each appoint a member for the arbitration tribunal. The member appointed by the president of the Su-preme Court will serve as chairman of the arbitration tribunal.

## **29. Entry into force and transitional provisions**

29.1 The Articles of Association set out above were adopted at the meeting of the Board of Repre-sentatives of the Company on 31 August 2021 and will enter into force on 1 October 2021.



## Appendix 1 - division into local districts

Pursuant to Article 11 of the Articles of Association, the Board of Representatives has decided on the following division into local districts:

### Pig districts:



**1 District** Hjørring, Brønderslev, Frederikshavn, Læsø, Jammerbugt, Rebild, Aalborg, Vesthimmerland and Mariagerfjord municipalities



**5 District** Vejle, Hedensted, Fredericia, Middelfart, Nordfyns, Kerteminde, Odense, Assens, Faaborg-Midtfyn, Svendborg, Nyborg, Langeland and Ærø municipalities



**2 District** Randers, Viborg, Favrskov, Norddjurs, Syddjurs, Aarhus, Silkeborg, Skanderborg, Horsens, Odder and Samsø municipalities



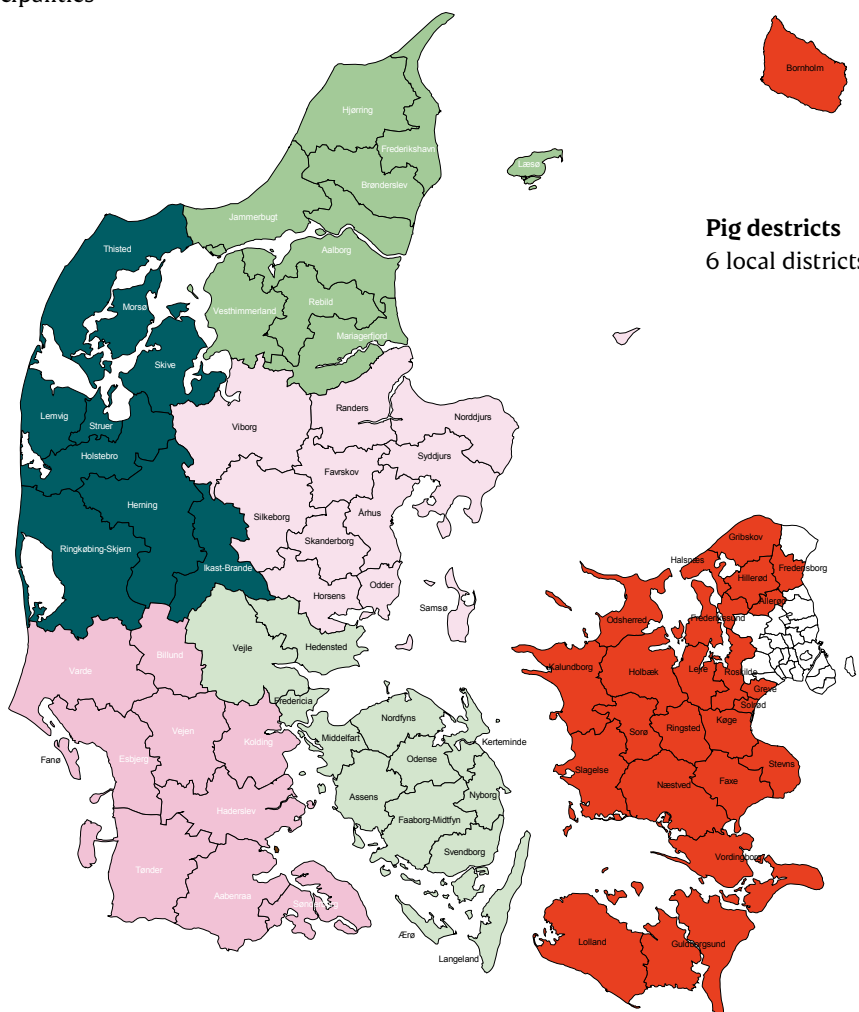
**6 District** Gribskov, Halsnæs, Hillerød, Fredensborg, Allerød, Odsherred, Frederikssund, Kalundborg, Holbæk, Lejre, Roskilde, Greve, Solrød, Køge, Stevns, Faxe, Næstved, Slagelse, Sorø, Ringsted, Vordingborg, Guldborgsund, Lolland and Bornholms municipalities



**3 District** Thisted, Morsø, Skive, Lemvig, Struer, Holstebro, Ringkøbing-Skjern, Herning, Ikast-Brande municipalities



**4 District** Billund, Varde, Fanø, Esbjerg, Vejen, Kolding, Haderslev, Tønder, Aabenraa and Sønderborg municipalities





## Appendix 1 - division into local districts

Pursuant to Article 11 of the Articles of Association, the Board of Representatives has decided on the following division into local districts:

### Cattle districts:

**1**  
District

Hjørring, Brønderslev, Frederikshavn, Jammerbugt, Thisted, Vesthimmerland, Rebild, Aalborg and Læsø municipalities

**2**  
District

Lemvig, Struer, Holstebro, Herning, Ringkøbing-Skjern, Ikast-Brande municipalities

**3**  
District

Morsø, Skive, Viborg, Mariagerfjord, Randers, Norddjurs, Syddjurs, Aarhus, Skanderborg, Silkeborg and Favrskov municipalities

**4**  
District

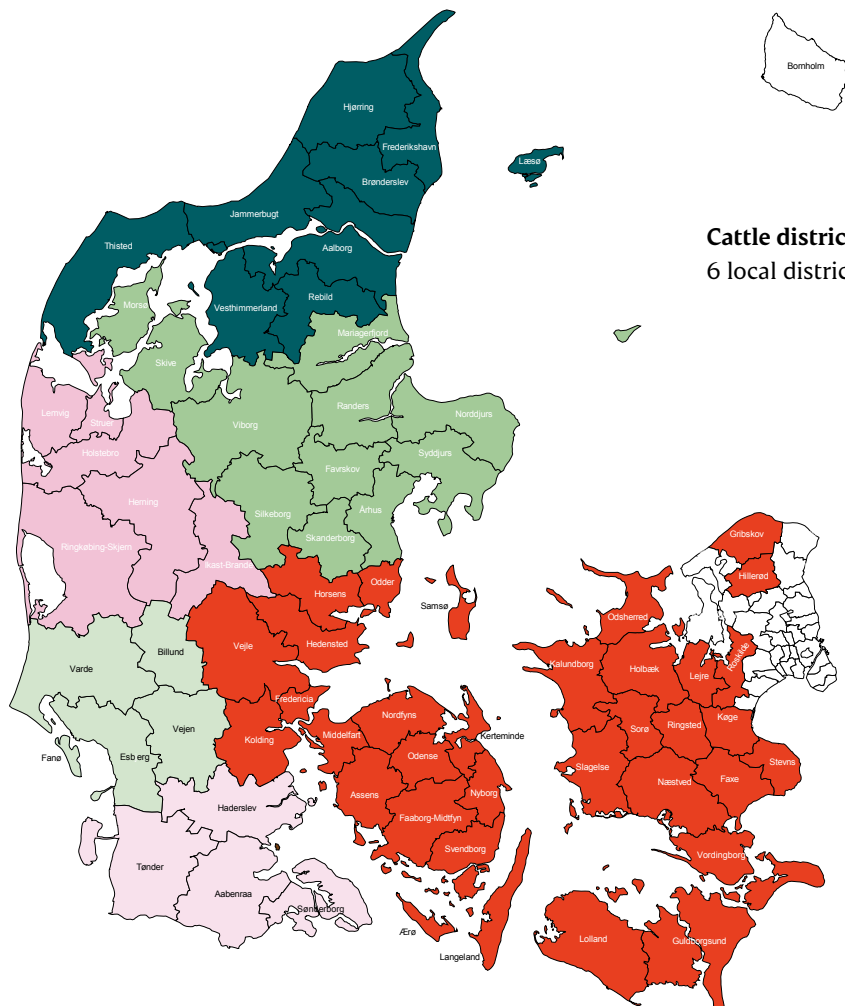
Varde, Billund, Vejen, Esbjerg and Fanø municipalities

**5**  
District

Horsens, Odder, Samsø, Hedensted, Vejle, Fredericia, Kolding, Middelfart, Nordfyns, Kerteminde, Nyborg, Svendborg, Faaborg-Midtfyn, Assens, Odense, Langeland, Ærø, Lolland, Guldborgsund, Vordingborg, Næstved, Faxe, Stevns, Slagelse, Sorø, Kalundborg, Holbæk, Lejre, Ringsted, Køge, Roskilde, Odsherred, Hillerød and Gribskov municipalities

**6**  
District

Gribskov, Halsnæs, Hillerød, Fredensborg, Allerød, Odsherred, Frederikssund, Kalundborg, Holbæk, Lejre, Roskilde, Greve, Solrød, Køge, Stevns, Faxe, Næstved, Slagelse, Sorø, Ringsted, Vordingborg, Guldborgsund, Lolland and Bornholms municipalities



Cattle districts  
6 local districts



## **Election years for the Board of Representatives of Leverandørselskabet Danish Crown AmbA**

According to Article 14.7 of the Articles of Association, representatives and alternates for the Board of Representatives are elected for a term of two years.

The election periods are as follows:

- Elections to the Board of Representatives in the pig-supplying districts are held in uneven years
- Elections to the beef forum in the cattle districts are held in uneven years
- Elections to the Board of Representatives in the beef forum are held in uneven years
- The latest employee election took place in 2017. Employee elections of observers to the Board of Representatives etc. are held every four years, the first time in 2021.