

THE COMPANIES ACTS, 1908 to 1917

COMPANY LIMITED BY SHARES

Resolutions

OF

RINOVIA STEAM FISHING COMPANY, LIMITED

At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held on the 8th day of March, 1965, the following Resolutions were duly passed as SPECIAL RESOLUTIONS:—

RESOLUTIONS

1. THAT the Memorandum of Association with respect to the objects of the Company be amended by deleting the existing Clause 3 and substituting therefor the Clause 3 contained in the printed document submitted to this Meeting and for the purpose of identification signed by the Chairman thereof.

2. THAT the regulations contained in the printed document submitted to this Meeting and for the purpose of identification signed by the Chairman thereof be and the same are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association thereof.

R. P. CLARKE,
Secretary.

THE COMPANIES ACTS 1908 to 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
(As Amended)
of

IMPERIAL SEAFOODS LIMITED

- 1.* The name of the Company is "RINOVIA STEAM FISHING COMPANY LIMITED"
2. The Registered Office of the Company will be situate in England.
- 3.** The objects for which the Company is established are:-
 - (1) To carry on business as steam trawler and general fishing vessel owners and managers, and to undertake, perform carry on any work, alterations, transactions, or dealings whatsoever in connection with the fishing industry, deep sea or otherwise, and accordingly to purchase, charter, hire or otherwise acquire, let-out-on-hire, sell, exchange or otherwise deal in trawlers, drifters, smacks, and other fishing vessels and craft of any description by whatever power propelled, to manufacture and deal in any of the customary gear or other gear, stores, equipment, accessories and furniture of any such ships or craft and to manage, maintain and employ the same in connection with the Company's businesses or for the conveyance of fish, ice, salt, stores, oil, coal and other fuel, live and dead stock, meat, fruit, and vegetables and other produce, passengers, minerals and merchandise of all kinds between such ports and places as may be necessary or seem expedient in the conduct of the Company's business and in rendering diving, salvage, towing and other like services or otherwise; also to sell, purchase and deal in and export or import cattle and live or dead stock, oil, coal, grain, timber and other goods.

- * By Special Resolution the name of the Company was changed to RINOVIA AGENCY LIMITED on 13th December 1965. (Resolution passed 7.12.65)
By Special Resolution the name of the Company was changed to ROSS SEAFOODS (INTERNATIONAL) LIMITED on 8th August 1973. (Resolution passed 25.6.73)
By Special Resolution the name of the Company was changed to IMPERIAL SEAFOODS LIMITED on 22nd June 1988. (Resolution passed 25.5.88)
- ** By Special Resolution passed on 8th March 1965 the original Clause 3 was deleted and substituted by this Clause.

- (2) To carry on business as wholesale and retail fish, ice and shell-fish merchants, fish exporters and importers, fish salesmen, manufacturers and purveyors of fish products of every description and to store, freeze, cure, salt, dry and otherwise prepare for market and consumption all or any description of fish, shell-fish, fish or shell-fish pastes, and other products and foods in which fish can be utilised whether tinned, potted, bottled, canned or otherwise and to sell, export, import and otherwise deal in the same by wholesale and retail.
- (3) To carry on the business of shipbuilders, ship repairers, ship owners, proprietors of shipyards, dry docks, wharves, warehouses and stores, shipwrights, wharfingers, warehousemen and commission agents, and the business of engineering in all its branches including manufacturing, erecting and constructing plant, machinery and equipment, smelting, refining, forging, casting, pressing or otherwise treating or fabricating metals, ores or plastic or other substances and to buy, sell, import, export or otherwise deal in any products or substances capable of being used in connection with any of the businesses aforesaid.
- (4) To carry on business as fruit, vegetable and crop growers, wholesale and retail merchants and salesmen, fruit and vegetable exporters and importers, and to store, freeze, dry and otherwise prepare for market and consumption all or any description of fruit and vegetables whether fresh, preserved, dried, tinned or otherwise and products and foods in which fruit and vegetables can be utilised and to carry on business as farmers, market gardeners and greengrocers.
- (5) To carry on business as manufacturers and distributors of and dealers in frozen foods and preserved foodstuffs of every description, refrigerators, temperature and/or pressure control and cold storage machinery, appliances and equipment of every description and packages, cans, tins, bottles, receptacles and all or any of the above business whether on ships or not, of every kind required for or applicable to the manufacturing, treating and preserving of foodstuffs or liquids.
- (6) To carry on the business of hatchers, rearers, breeders, sexers, exhibitors, merchants, exporters and importers of and dealers in all kinds of poultry, game or other birds and in the chickens and eggs of any poultry, game or other birds and suppliers to poultry houses, incubators, laying sheds, brooder houses, rearing houses, shelters, huts and other buildings for breeding and rearing purposes and to provide veterinary surgery services and facilities both for the purposes of the business of the Company and for the purposes of any customers of or persons dealing with the Company.
- (7) To undertake and provide all facilities for the storing, drying, lifting, transporting and grinding of grain, hay, grass and other crops, foodstuffs, fertilisers, manure, foods and agricultural produce of all descriptions and to manufacture, prepare, deal in and manipulate crop drying spraying and other machinery of all kinds.

- (8) To carry on the business of self service store keepers, and as retail grocers, druggists, and general store keepers and as provision merchants and producers, manufacturers and importers of and dealers in flour, fruit, vegetables, corn, sauces, spices, pickles, jams, bacon, butter, margarine, jam, preserves, cheese, sugar, eggs and as purchasers and dealers in fresh meat and processed meat, poultry, fish, oils, starches, gelatines, glucoses, sterilisers, and provisions generally and dealers in furniture glass, china, bedding and household and fancy goods of all descriptions and to manufacture, refine, pack, grow, import, buy, sell or otherwise manipulate or deal in groceries, confectioneries and foods and provisions of all kinds for human or animal consumption.
- (9) To carry on all or any of the business of haulage, cartage and transport contractors, general carriers and transporters, by land and water of passengers, goods, wares and merchandise of and dealers in all plant, machinery, engines, tyres, apparatus, implements, tools, components, and accessories, providers to repairing and other depots, manufacturers of and dealers in motor and other vehicles, petrol, motor spirits, oils, greases and other lubricants, substances for protection against frost, and illuminants and proprietors of stores and depots for the supply thereof; shipping and general forwarding agents, plumbers and dealers in and manufacturers of any equipment usable in connection with plumbing, packing and removal contractors, garage and depository proprietors, motor engineers, motor salesmen, suppliers and hirers and agents for the sale, supply or hire of any motor or other vehicles.
- (10) To carry on business as printers, lithographers, type foundry, type setters, stereo-typers, electro-typers, photo-lithographers, chrome-lithographers, engravers, dye sinkers, manufacturers of drawing and scientific instruments, paper makers, paper merchants, book sellers, stationers and dealers in and manufacturers of equipment suitable for use in offices.
- (11) To act as distributors and factors for any person, firm or company of any agricultural, horticultural, chemical and other products and to act as managers for or advisers to any person, firm or company engaged in agricultural, horticultural or similar businesses, to undertake the carrying out of any agricultural, horticultural or other processes or tasks for any person, firm or company and to deal in, own, hire lease or otherwise use any aircraft, helicopter, machine or appliance for agricultural, horticultural or other purposes whether for the Company or for any other person.
- (12) To carry on all or any of the businesses of hirers, renters, repairers, distributors, agents and dealers and financiers for the preparation for the sale for cash or on credit or on the instalment system or by hire purchase, hire agreement, easy payment or otherwise of any of the products, machines, motor or other vehicles and all appliances, in which the Company is authorised to own or deal.

- (13) To carry on all or any of the businesses of restaurateurs, hotel and motel proprietors, innkeepers, licensed victuallers, proprietors of clubs, vendors of alcoholic and non-alcoholic beverages and liquors, cigars, cigarettes and tobacco and provisions and refreshment contractors generally and to manufacture, buy, sell and deal in brewers', licensed victuallers', restaurateurs' and hotel and motel proprietors' requirements of every description.
- (14) To carry on all or any of the businesses of inventors, designers, manufacturers, installers, cleaners and disinfectors, merchants, exporters and importers of and dealers in irrigation and pumping plant and equipment and all machinery and appliances required in connection with the boring and sinking of wells and other operations relating to the supply of water for any purpose and to drainage, sanitary and sewage appliances, and borers or sinkers of artesian and other wells.
- (15) To carry on all or any of the businesses of dealers in and manufacturers of hemp, fibre, cork, wire and ropes and all or any material or thing used for or in connection with the manufacture of rope by any process and any articles that may conveniently be made, associated or sold auxiliary to any of such businesses as aforesaid.
- (16) To carry on any other business whatsoever which may seem to be advantageous to the company whether or not such business may be connected with or ancillary to any of the businesses referred to in the preceding provisions of this clause.
- (17) To purchase, acquire, rent, build, construct, equip, execute, carry out, improve, work, develop, administer, maintain, manage or control works and conveniences of all kinds, whether for the purposes of the Company or for the sale or hire to or in return for any consideration from any other company or persons, and to contribute to or assist in the carrying out or establishment, construction, maintenance, improvement, management, working, control or superintendence thereof respectively.
- (18) To subscribe for, underwrite, purchase, or otherwise acquire, and to hold, dispose of, and deal with the shares, stock, securities and evidences of indebtedness or of the right to participate in profits or assets or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange.
- (19) To purchase or otherwise acquire for any estate or interest any property or assets or any concessions, licenses, grants, patents, trade marks or other exclusive or non-exclusive rights of any kind which may appear to be necessary or convenient for any business of the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient, and to make experiments and tests and to carry on all kinds of research work.

- (20) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description.
- (21) To guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets, present and future, and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of, and dividends or interest on, any stocks, shares, debentures or securities of any corporation, firm or person, and in particular (but without limiting the generality of the foregoing) of any company which is for the time being the Company's holding company, as defined by Section 154 of the Companies Act, 1948, or another subsidiary, as defined by the said Section, of the Company's holding company, or otherwise associated with the Company in business.
- (22) To draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, promissory notes, and other negotiable or transferable instruments.
- (23) To amalgamate or enter into partnership or any joint purse or profit-sharing arrangement with and to co-operate in any way with or assist or subsidise any company, firm, or person, and to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person, body or company carrying on any business which this Company is authorised to carry on or possessed of any property suitable for the purposes of the Company.
- (24) To promote or concur in the promotion of any company, the promotion of which shall be considered desirable.
- (25) To lend money to and guarantee the performance of the contracts or obligations of any company, firm or person, and the payment and repayment of the capital and principal of, and dividends, interest or premiums payable on, any stock, shares and securities of any company, whether having objects similar to those of this Company or not, and to give all kinds of indemnities.
- (26) To sell, lease, grant licenses, easements and other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for stocks, shares or securities of any other company whether fully or partly paid up.
- (27) To procure the registration or incorporation of the Company in or under the laws of any place outside England.

- (28) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition, or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (29) To grant pensions or gratuities to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business, or the relations, connections or dependants of any such persons, and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members, and to establish and contribute to any scheme for the purchase by trustees of shares in the Company to be held for the benefit of the Company's employees, and to lend money to the Company's employees to enable them to purchase shares of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or any of them.
- (30) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (31) To do all such other things as may be considered to be incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the order in which the same occur or the name of the Company.

- 4. The liability of the members is limited.
- 5. The share capital of the Company is £10,000 divided into 10,000 shares of One Pound each. The Company takes power to increase or reduce its Capital from time to time, and to issue any of its Shares for the time being either at par or at a premium.
- 6. Any of the Shares in the Capital, whether original or increased may from time to time be issued with any such guarantee or right of preference, whether in respect of dividend or of repayment of Capital, or both, or any such other special privilege or advantage over any Shares previously issued or then about to be issued, or at such a premium or with such deferred rights as compared with any other Shares previously issued or then about to be issued or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by Special Resolution determine, but so that any preferential or special rights attached to issued Shares shall not be affected or interfered with except in manner provided by Clause 4 of Table A in the First Schedule to the Companies' (Consolidation) Act, 1908.

* The share capital of the company was increased to £300,200 divided into 300,200 shares of one pound each by Special Resolution passed on 29.6.60.

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 to our respective names.

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS	Number of Shares taken by each subscriber
JOSEPH GEORGE LITTLE, Tregynna, Weulsby Road, Grimsby Company Director	One
HENRY ATKINSON Hazelmere, Grimsby Road, Cleethorpes Company Director	One

Dated the 5th day of April, 1929

Witness to the above Signatures :-

W. COLIN CROSS,
Fish Dock Road,
Grimsby.
Corporate Accountant

THE COMPANIES ACTS 1908 to 1985

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION
(Adopted on 8th March 1965)

of

IMPERIAL SEAFOODS LIMITED

PRELIMINARY

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 (hereinafter called "Table A") shall, except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles, apply to the Company. References herein to regulations of Table A are to regulations in Part I of Table A unless otherwise stated. The regulations in any Table A applicable to the Company under any former enactment relating to companies shall not apply.

PRIVATE COMPANY

2. The Company is a Private Company and accordingly the restrictions contained in regulation 2 of Part II of Table A shall apply.

SHARES

3. All unissued shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.

TRANSFER OF SHARES

4. An instrument of transfer of fully paid shares need not be signed by or on behalf of the transferee. Regulation 22 of Table A shall be modified accordingly.
5. Subject to the provisions of regulation 24 of Table A any share may at any time be transferred to a person who is already a member of the Company. Save as aforesaid the Directors shall have an absolute right without assigning any reason therefor to refuse to register any transfer of a share (whether fully paid or not).

PROCEEDINGS AT GENERAL MEETINGS

6. Two members present in person or by proxy shall be a quorum at any General Meeting. Regulation 53 of Table A shall be modified accordingly.
7. A poll may be demanded at any General Meeting by the Chairman, or by any member present in person or by proxy and entitled to vote. Regulation 58 of Table A shall be modified accordingly.
8. A resolution in writing signed by all the members for the time being entitled to receive notice of and attend and vote at General Meetings shall be as effective as if the same had been passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form, each signed by one or more persons, but a resolution so signed shall not be effective to do anything required by the Act to be done in General Meeting or by Special or Extraordinary Resolution. In the case of a corporation the resolution may be signed on its behalf by a Director thereof or by its duly appointed attorney or duly authorised representative.

DIRECTORS

9. Unless and until otherwise resolved in accordance with regulation 94 of Table A the Directors shall not be less than two in number. Regulation 75 of Table A shall not apply.
10. A Director shall not be required to hold any shares of the Company by way of qualification. Regulation 77 of Table A shall not apply. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at any General Meeting.
11. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of any committee of the Directors, or General Meetings, or otherwise in or about the business of the Company. Regulation 76 of Table A shall not apply to the Company.
12. The proviso to regulation 79 of Table A, which proviso restricts the borrowing and charging powers exercisable by the Directors, shall not apply to the Company.
13. A Director may be interested, either directly or indirectly, in any contract or arrangement with the Company and (except as regards the office of Auditor) he may hold any office or place of profit under the Company, and he or any firm of which he is a partner may act in a professional capacity for the Company, on such terms as to remuneration and otherwise as the Directors may determine. In relation to any such matter a Director notwithstanding his interest may vote and be taken into account for the purposes of a quorum and may retain for his own absolute use and benefit all profits and advantages accruing to him. Regulation 84 of Table A shall be extended accordingly.

14. The Directors may dispense with the keeping of attendance books for meetings of the Directors or committees of the Directors. Regulation 86 of Table A shall be modified accordingly.
15. The office of a Director shall be vacated in any of the following events, namely:-
- (A) If he shall become prohibited by law from acting as a Director.
 - (B) If (not being a Managing Director holding office as such for a fixed term) he shall resign by writing under his hand left at the Registered Office or if (being such a Director) he shall tender his resignation and the Directors shall resolve to accept the same.
 - (C) If he shall have a receiving order made against him or shall compound with his creditors generally.
 - (D) If he shall become of unsound mind.
 - (E) If he shall be absent from meetings of the Directors for six months without leave and the Directors shall resolve that his office be vacated.

Regulation 88 of Table A shall not apply to the Company.

16. The Directors shall not be subject to retirement by rotation and accordingly regulations 89 to 92 of Table A shall not apply and all other references in Table A to retirement by rotation shall be disregarded.
17. A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors. Regulation 106 of Table A shall not apply.
18. Regulations 107 to 109 inclusive of Table A shall extend to include the posts of Deputy and Assistant Managing Director and in these Articles references to a Managing Director shall include a Deputy or Assistant Managing Director.

ALTERNATE DIRECTORS

19. (A) Any Director may at any time by writing under his hand and deposited at the Registered Office appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by resolution of the Directors, shall have effect only upon and subject to the same being approved by resolution of the Directors.
- (B) The appointment of an alternate Director shall ipso facto determine (i) on the happening of any event which if he were a Director would render him legally disqualified from acting as a Director, or (ii) if he has a receiving order made against him or compounds with his creditors generally, or (iii) if he becomes of unsound mind. His appointment shall also determine ipso facto if his appointor ceases for any reason to be a Director.

(C) An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and if his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

(D) An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.

INDEMNITY

20. Subject to the provisions of and so far as may be permitted by the Act, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

OVERRIDING PROVISIONS

21. Whenever Ross Group Limited (hereinafter called "the Parent Company"), or any subsidiary of the Parent Company, shall be the holder of not less than 90 per cent. of the Ordinary Shares of the Company for the time being issued the following provisions shall apply and in the event of any inconsistency shall have over-riding effect as against all other provisions of these Articles:-

(A) The Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed but so that in the case of a Managing Director holding office as such for a fixed term his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages in respect of the consequent termination of his office.

(B) No unissued shares shall be issued without the consent of the Parent Company.

- (C) Any or all powers of the Directors (other than their powers to refuse to register transfers of shares to persons other than existing members) shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.
- (D) The Directors shall exercise all voting and other rights and powers of control exercisable by the Company in relation to each of its subsidiary companies for the time being so as to secure (so far as by such exercise they can secure) that the provisions of this Article shall *mutatis mutandis* have effect in relation to each such subsidiary and the Directors thereof as in relation to the Company and its Directors.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

- (20) To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description.
- (21) To guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets, present and future, and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of, and dividends or interest on, any stocks, shares, debentures or securities of any corporation, firm or person, and in particular (but without limiting the generality of the foregoing) of any company which is for the time being the Company's holding company, as defined by Section 154 of the Companies Act, 1948, or another subsidiary, as defined by the said Section, of the Company's holding company, or otherwise associated with the Company in business.
- (22) To draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, promissory notes, and other negotiable or transferable instruments.
- (23) To amalgamate or enter into partnership or any joint purse or profit-sharing arrangement with and to co-operate in any way with or assist or subsidise any company, firm, or person, and to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person, body or company carrying on any business which this Company is authorised to carry on or possessed of any property suitable for the purposes of the Company.
- (24) To promote or concur in the promotion of any company, the promotion of which shall be considered desirable.
- (25) To lend money to and guarantee the performance of the contracts or obligations of any company, firm or person, and the payment and repayment of the capital and principal of, and dividends, interest or premiums payable on, any stock, shares and securities of any company, whether having objects similar to those of this Company or not, and to give all kinds of indemnities.
- (26) To sell, lease, grant licenses, easements and other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for stocks, shares or securities of any other company whether fully or partly paid up.
- (27) To procure the registration or incorporation of the Company in or under the laws of any place outside England.

- (28) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition, or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (29) To grant pensions or gratuities to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business, or the relations, connections or dependants of any such persons, and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members, and to establish and contribute to any scheme for the purchase by trustees of shares in the Company to be held for the benefit of the Company's employees, and to lend money to the Company's employees to enable them to purchase shares of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or any of them.
- (30) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (31) To do all such other things as may be considered to be incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the order in which the same occur or the name of the Company.

- 4. The liability of the members is limited.
- 5. The share capital of the Company is £10,000 divided into 10,000 shares of One Pound each. The Company takes power to increase or reduce its Capital from time to time, and to issue any of its Shares for the time being either at par or at a premium.
- 6. Any of the Shares in the Capital, whether original or increased may from time to time be issued with any such guarantee or right of preference, whether in respect of dividend or of repayment of Capital, or both, or any such other special privilege or advantage over any Shares previously issued or then about to be issued, or at such a premium or with such deferred rights as compared with any other Shares previously issued or then about to be issued or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by Special Resolution determine, but so that any preferential or special rights attached to issued Shares shall not be affected or interfered with except in manner provided by Clause 4 of Table A in the First Schedule to the Companies' (Consolidation) Act, 1908.

* The share capital of the company was increased to £300,200 divided into 300,200 shares of one pound each by Special Resolution passed on 29.6.60.

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 to our respective names.

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS	Number of Shares taken by each subscriber
JOSEPH GEORGE LITTLE, Tregynna, Weulsby Road, Grimsby Company Director	One
HENRY ATKINSON Hazelmere, Grimsby Road, Cleethorpes Company Director	One

Dated the 5th day of April, 1929

Witness to the above Signatures :-

W. COLIN CROSS,
Fish Dock Road,
Grimsby.
Corporate Accountant

THE COMPANIES ACTS 1908 to 1985

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION
(Adopted on 8th March 1965)

of

IMPERIAL SEAFOODS LIMITED

PRELIMINARY

1. The Regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 (hereinafter called "Table A") shall, except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles, apply to the Company. References herein to regulations of Table A are to regulations in Part I of Table A unless otherwise stated. The regulations in any Table A applicable to the Company under any former enactment relating to companies shall not apply.

PRIVATE COMPANY

2. The Company is a Private Company and accordingly the restrictions contained in regulation 2 of Part II of Table A shall apply.

SHARES

3. All unissued shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.

TRANSFER OF SHARES

4. An instrument of transfer of fully paid shares need not be signed by or on behalf of the transferee. Regulation 22 of Table A shall be modified accordingly.
5. Subject to the provisions of regulation 24 of Table A any share may at any time be transferred to a person who is already a member of the Company. Save as aforesaid the Directors shall have an absolute right without assigning any reason therefor to refuse to register any transfer of a share (whether fully paid or not).

PROCEEDINGS AT GENERAL MEETINGS

6. Two members present in person or by proxy shall be a quorum at any General Meeting. Regulation 53 of Table A shall be modified accordingly.
7. A poll may be demanded at any General Meeting by the Chairman, or by any member present in person or by proxy and entitled to vote. Regulation 58 of Table A shall be modified accordingly.
8. A resolution in writing signed by all the members for the time being entitled to receive notice of and attend and vote at General Meetings shall be as effective as if the same had been passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form, each signed by one or more persons, but a resolution so signed shall not be effective to do anything required by the Act to be done in General Meeting or by Special or Extraordinary Resolution. In the case of a corporation the resolution may be signed on its behalf by a Director thereof or by its duly appointed attorney or duly authorised representative.

DIRECTORS

9. Unless and until otherwise resolved in accordance with regulation 94 of Table A the Directors shall not be less than two in number. Regulation 75 of Table A shall not apply.
10. A Director shall not be required to hold any shares of the Company by way of qualification. Regulation 77 of Table A shall not apply. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at any General Meeting.
11. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of any committee of the Directors, or General Meetings, or otherwise in or about the business of the Company. Regulation 76 of Table A shall not apply to the Company.
12. The proviso to regulation 79 of Table A, which proviso restricts the borrowing and charging powers exercisable by the Directors, shall not apply to the Company.
13. A Director may be interested, either directly or indirectly, in any contract or arrangement with the Company and (except as regards the office of Auditor) he may hold any office or place of profit under the Company, and he or any firm of which he is a partner may act in a professional capacity for the Company, on such terms as to remuneration and otherwise as the Directors may determine. In relation to any such matter a Director notwithstanding his interest may vote and be taken into account for the purposes of a quorum and may retain for his own absolute use and benefit all profits and advantages accruing to him. Regulation 84 of Table A shall be extended accordingly.

14. The Directors may dispense with the keeping of attendance books for meetings of the Directors or committees of the Directors. Regulation 86 of Table A shall be modified accordingly.
15. The office of a Director shall be vacated in any of the following events, namely:-
- (A) If he shall become prohibited by law from acting as a Director.
 - (B) If (not being a Managing Director holding office as such for a fixed term) he shall resign by writing under his hand left at the Registered Office or if (being such a Director) he shall tender his resignation and the Directors shall resolve to accept the same.
 - (C) If he shall have a receiving order made against him or shall compound with his creditors generally.
 - (D) If he shall become of unsound mind.
 - (E) If he shall be absent from meetings of the Directors for six months without leave and the Directors shall resolve that his office be vacated.

Regulation 88 of Table A shall not apply to the Company.

16. The Directors shall not be subject to retirement by rotation and accordingly regulations 89 to 92 of Table A shall not apply and all other references in Table A to retirement by rotation shall be disregarded.
17. A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors. Regulation 106 of Table A shall not apply.
18. Regulations 107 to 109 inclusive of Table A shall extend to include the posts of Deputy and Assistant Managing Director and in these Articles references to a Managing Director shall include a Deputy or Assistant Managing Director.

ALTERNATE DIRECTORS

19. (A) Any Director may at any time by writing under his hand and deposited at the Registered Office appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by resolution of the Directors, shall have effect only upon and subject to the same being approved by resolution of the Directors.
- (B) The appointment of an alternate Director shall ipso facto determine (i) on the happening of any event which if he were a Director would render him legally disqualified from acting as a Director, or (ii) if he has a receiving order made against him or compounds with his creditors generally, or (iii) if he becomes of unsound mind. His appointment shall also determine ipso facto if his appointor ceases for any reason to be a Director.

(C) An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of meetings of the Directors and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and if his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

(D) An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.

INDEMNITY

20. Subject to the provisions of and so far as may be permitted by the Act, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

OVERRIDING PROVISIONS

21. Whenever Ross Group Limited (hereinafter called "the Parent Company"), or any subsidiary of the Parent Company, shall be the holder of not less than 90 per cent. of the Ordinary Shares of the Company for the time being issued the following provisions shall apply and in the event of any inconsistency shall have over-riding effect as against all other provisions of these Articles:-

(A) The Parent Company may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed but so that in the case of a Managing Director holding office as such for a fixed term his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages in respect of the consequent termination of his office.

(B) No unissued shares shall be issued without the consent of the Parent Company.

- (C) Any or all powers of the Directors (other than their powers to refuse to register transfers of shares to persons other than existing members) shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time prescribe.
- (D) The Directors shall exercise all voting and other rights and powers of control exercisable by the Company in relation to each of its subsidiary companies for the time being so as to secure (so far as by such exercise they can secure) that the provisions of this Article shall mutatis mutandis have effect in relation to each such subsidiary and the Directors thereof as in relation to the Company and its Directors.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed on behalf of the Parent Company by any two of its Directors or by any one of its Directors and its Secretary or some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.