

No. of Certificate

238567

Form No. 41.

## "The Companies Acts, 1908 to 1917."

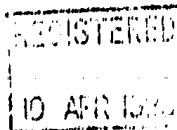


### Declaration of Compliance

WITH THE REQUIREMENTS OF THE COMPANIES ACTS.

Made pursuant to S. 17 (2) of the Companies (Consolidation) Act, 1908 8 (Edw. VII. c. 69), on behalf of a Company proposing to be Registered as—

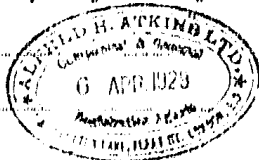
THE



*Rainier Steam Fishing Company*

, LIMITED.

Presented for Registration by



PUBLISHED AND SOLD BY

**ALFRED H. ATKINS, Limited,**

Joint-Stock Companies' Registration Agents, Stationers & Printers,  
27 & 28 FETTER LANE, FLEET STREET, LONDON, E.C.4.

Telephones: CENTRAL 1607 & 1710.

Telegrams: "PAINSTAKING, FLEET, LONDON."

876

U. S. Bureau of Census

[illegible]

measured in the books of Transactions

THE ROYAL CANADIAN MOUNTED POLICE, LIMITED.

Declarations Act, 1925."

2004. 2005.

*A Companion for Youth.*

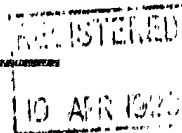
No. of Certificate.....

238567

Form No. 25.

~~The~~ R I N O V I A S T E A M F I S H I N G

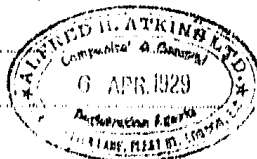
Company, Limited.



STATEMENT of the Nominal Capital, made pursuant to s. 112 of 54 and 55 Vict.  
39, Stamp Act, 1891, as amended by s. 7, of 62 and 63 Vict., ch. 9 Finance Act, 1899  
by s. 39 of the Finance Act, 1920. NOTE—The Stamp Duty on the Nominal Capital  
is ONE POUND for every £100 or fraction of £100.

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

resented for Registration by



PUBLISHED AND SOLD BY

ALFRED H. ATKINS, Limited,

Joint Stock Companies' Registration Agents, Stationers & Printers,  
27 & 28 FETTER LANE, FLEET STREET, LONDON, E.C.4.

Telephones: CENTRAL 1959 & 1739

Telegrams: "FAMSTANING, FLEET, LONDON."

# THE NOMINAL CAPITAL OF

~~the~~ **RINOVIA** **STREAM** **FISHING**

Company, Limited.

is **Ten thousand** Pounds,

divided into **Ten thousand**

Shares of **One** Pound/ each.

Signature. **Edmund C. Collins, Director**

*Edmund C. Collins*

Description. **Registering Agents**

Date

**6 APR 1924**

This Statement must be signed by an Officer of the Company.



"The Companies Acts 1900 to 1917."

---

COMPANY LIMITED BY SHARES.

---

**Memorandum**  
AND  
**Articles of Association**  
OF THE  
**Rinovia Steam Fishing Company,**  
**LIMITED.**

---

Incorporated the            day of            , 1929.

---

J. E. CROSS, F.I.A.A.,  
Certified Accountant,  
BANK CHAMBERS,  
FISH DOCK ROAD, GRIMSBY.

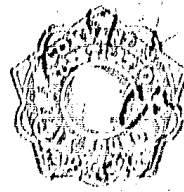
---

LONDON : ALFRED H. ATKINS, LIMITED,  
LAW AND JOINT-STOCK COMPANIES' PRINTERS, STATIONERS, ETC.,  
27 & 28, FETTER LANE, FLEET STREET, E.C.

238567



The Companies Acts 1908 to 1917.



COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

# Rinovia Steam Fishing Company, 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:—

REGISTERED  
19 APR 1929

(A) To undertake, perform and carry out any work, operations, transactions or dealings whatsoever in connection with the fishing industry, deep sea and otherwise, and accordingly to build, contract for building, purchase, charter, hire or otherwise acquire, let-out-on-hire, sell, exchange or otherwise deal in, steam and motor trawlers, fishing vessels and craft of any description, by whatever power propelled, either with or without all or any of the customary or other gear, stores, equipment and furniture, and to manage, maintain and employ the same in connection with the Company's fishing and other vocations, trades or businesses.

(u) To utilize any of the steam trawlers and other fishing vessels owned or managed by the Company for the conveyance of fish, ice, salt, stores and likewise live-stock, meat, corn and other produce, passengers, mail, minerals, troops, munitions of war, treasure and merchandise of all kinds, between such ports as may be necessary or seem expedient in the conduct of the Company's business; and in rendering salvage, towage and other like services or otherwise; also to purchase cattle and live stock, coal, grain, timber and any other goods, wares and merchandise, for the purpose of freighting any ship or ships, and to dispose of the same by sale or otherwise.

(c) To carry on business and to trade in all respects as whole-sale and retail herring, oyster and other shell-fish and general fish merchants, salesmen, factors, auctioneers, exporters, contractors and the like, and to open, and establish, or acquire, maintain and carry on, in any part of the United Kingdom or elsewhere, shops,



8/11

markets, depots, stores, luncheon, supper and other bars and general trading centres or places for the supply of fish; also to establish, organise and work mail-order and other systems for the supply of fish direct to customers, whether by post or any other means of transit.

(b) To cure, salt, dry, store and otherwise prepare for market and consumption all or any descriptions of fish, fish pastes, and other products and foods in which fish can be utilized, whether smoked, tinned, potted or otherwise, and to sell, export, import and otherwise deal in the same, wholesale and retail; and generally to undertake and carry out all or any of the operations customarily, or which may advantageously be effected by steam trawler owners and managers, fish, ice, salt and fishing gear and tackle merchants, exporters, importers, contractors and traders.

(c) To undertake, carry out and perform all or any of the services or operations which are ordinarily, or which can conveniently or advantageously be, undertaken, carried out or performed by freight contractors, forwarding agents, owners and charterers of and dealers in steamships and other vessels or craft of every description, ship brokers and loading brokers; shipping, railway, air-line, passenger and general tourist agents; baggage, cartage and storage contractors, and carriers by land, water or otherwise; marine surveyors and valuers, insurance brokers and agents, underwriters, managers of shipping property, bonded and other store proprietors and managers, ship chandlers, stevedores, warehousemen, wharfingers and lightermen, salvors, marine and general engineers, shipwrights, boilermakers, wreck raisers and removers, divers, ice merchants and refrigerating storekeepers; provision merchants and general ship store providers, victualling and general refreshment contractors, caterers, restaurateurs, hotel proprietors and the like.

(d) To purchase, take in exchange, or otherwise acquire and hold (either alone or in conjunction with any other companies or persons), any shares or other securities or investments in fishing or other ships or vessels and also shares, stocks and securities of any company or companies possessed of or interested in any ships or vessels and to deal with or dispose of any shares or securities or investments as aforesaid.

(e) Subject to the proviso at the end of this third clause, to insure all or any of the trawlers or other fishing vessels, ships, steamships, and other craft, cargoes and properties of the company, either by insurance effected with the Company itself as insurer or with other companies, clubs or persons (whether upon the mutual principle or otherwise), and against such losses, damages, liabilities, risks and perils of all kinds, as the Directors may determine; and for this purpose, if thought expedient, to establish or augment a reserve fund; and also to carry on the business of marine insurance and marine accident insurance in all its respective branches, and to effect re-insurance and counter-insurance.

(ii) In the event of the sale or loss of any trawler or other fishing vessel, steamship or craft of which this company is for the time being the owner, to lay out, expend and re-invest the Company's share or proportion of all sums of money received or recovered from the underwriters, or otherwise obtained in respect thereof, either in co-operation with the other co-owners in or towards the purchase or building of another trawler, fishing vessel, steamship or craft of which the Company shall be the sole owner, or to deal with its share or proportion of such sums in such way and manner as the Directors shall determine.

(i) To buy, sell, exchange and otherwise deal in fishmongering and other businesses, and to conduct and carry on the same, either temporarily or permanently; also to undertake, perform and carry out all or any of the functions or operations ordinarily carried out by financiers, company promoters and capitalists, general auctioneers and valuers; and generally to institute, enter into, carry on, assist or participate in financial, company-floatation, shipping, commercial, mercantile, industrial and other businesses, works, contracts and undertakings.

(j) To become (or refrain from becoming) a member of any Association having for its objects, or one of its objects, the mutual assurance of its members against :—

(1) Loss or damage to any trawler or other fishing vessel, steamship or other craft or property by fire, common marine or other risk ; or

(2) Any liability for the consequences of the negligence or improper conduct of any person or persons directly connected with the navigation of any trawler or other fishing vessel, steamship or craft, or the care of any cargo on board of, or intended to be shipped in, any trawler or other fishing vessel, steamship or craft ; or

(3) Loss by non-payment of freight or demurrage ; or

(4) Any other liability or loss upon Owners or Managers (including liability to pay compensation or damages to workmen or servants in their employment) whether statutory or otherwise.

And to pay calls made by such Association upon any of its members to indemnify any other or others of its members from loss insured against by such Association, and to join and contribute to any combination of employers engaged in business similar to those of the Company for the purpose of protection against seamen's and/or workmen's trade unions, or against harassing legislation, or for any purpose conducive to the interests of the Company.

(k) To also trade as proprietors, hirers and lenders of and general dealers in, motor and other lorries, tractors, railway and other wagons, pantechinon and other vans and any other means of locomotion and haulage of whatever description, whether vehicular or fixed, by whatsoever power the same may be hauled or propelled

and in conjunction therewith, to carry on business as garage proprietors, owners of, agents and factors for, letters-out-on-hire and repairers of motor cars and automobiles of every description and to manufacture, buy, sell and deal in the same, including aircraft of all descriptions, and all components, tyres, petrol and other fuel and spirit, lubricants and sundries.

(L) To generally act as merchants and shippers, traders, commission agents or in any other capacity, and to import, export, buy, sell, barter, let-out-on-hire, exchange, pledge, make advances upon or otherwise deal in all kinds of English and foreign goods, wares, articles and merchandise, according to the custom of merchants and otherwise.

(M) To carry on any other business or trade of a character similar or analogous to any of the businesses or trades hereinbefore mentioned, or any business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above objects or any of them, or calculated directly or indirectly to enhance the value of, or render more profitable any of the Company's property or rights.

(N) To purchase or otherwise acquire and undertake all or any part of the business, goodwill, assets and liabilities of any person, firm or company carrying on, or proposing to carry on, any of the businesses or trades which this Company is authorised to carry on, or possessed of any property suitable for the purposes of this Company, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or company, and to give or accept, by way of consideration for any property acquired, or for the acts or things aforesaid, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(O) To purchase, take on lease, or under-lease, hire or otherwise acquire, adapt, erect, construct, fit-up, equip, turn to account, utilise, maintain, manage, control, reconstruct, alter and dispose of any docks, wharves, jetties, piers, landing stages, fish-curing and other works, kilns, factories, warehouses, stores, shops, garages, stables, yards, dwelling and other houses and buildings, railway and other sidings, walls, banks, fences, reservoirs, hereditaments, messuages, easements, plant and machinery, fittings and fixtures, and any other property whatsoever, whether real or personal, or any estate or interest therein, which the Company may consider necessary or convenient for the purposes of its business, or desirable in the interests of the Company; and generally to acquire and turn to account in any way howsoever, any freehold, leasehold or other lands, goodwill, benefit of contracts, stock-in-trade and the like.

(P) To apply for, purchase or otherwise acquire any patents, *brevets d'invention*, trade-marks, brands, recipes, licenses, concessions and the like, conferring an exclusive or non-exclusive or limited right to use any secret or other information as to any inventions which may seem capable of being used for any of

the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, sell or grant licenses in respect of or otherwise turn to account, the property, rights and information so acquired.

(Q) To pay for any freehold, leasehold and other lands, docks, wharves, jetties, fish-curing and other works, kilns, factories, warehouses, stores, shops and buildings, stock-in-trade, book-debts, trade marks, brands, patents, secret processes, business concerns, goodwill, options, rights or privileges, fixtures and fittings, plant and other property purchased or acquired by the Company, or for services rendered (whether by individuals, firms or companies) either by bills, cash, or in fully or partly paid shares, debentures, bonds or other obligations of the Company, or by two or more of such modes combined. Any contract relating to the issue of fully or partly paid shares shall be filed with the Registrar of Joint-Stock Companies within one month from the date of allotment of such shares.

(R) To promote any other Company for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purposes which may, within the limits of the powers conferred by the provisions of this Memorandum, seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any bonds, debentures or other securities issued by any such Company.

(S) To borrow, raise and secure money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes, or other obligations or securities of the Company, or by mortgage or charge of all or any part of the property of the Company, or of its uncalled capital, or without security, or in such other manner as the Company shall think fit, and with such powers of sale and rights of transfer, and upon such terms as to priority, formation of sinking funds or otherwise, as the Company shall deem expedient, and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments of whatever kind.

(T) To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined, and to lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers, and others having dealings with the Company, and to give guarantees or become security for such persons and generally to carry on or transact any financial business whatsoever.

(U) To remunerate any person, firm or company rendering services of any kind to this Company, whether before or after incorporation, and either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise.

(v) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, including accounts relating to property, matters or things to the benefit of which the Company may become entitled, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any debentures, debenture stock, or securities of this or any other Company.

(w) To amalgamate with, or to hold Shares in, any other Company having similar objects, or capable of being conducted so as directly or indirectly to benefit this Company.

(x) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock, or securities of any other company, whether promoted by this Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

(y) To make donations and subscriptions to, or guarantee money for, any charitable, benevolent, public, general or useful object, or any object likely to promote the interests of the Company, and to create and contribute to pension and other funds for the benefit of or make allowances to persons employed by the Company, and generally to establish, support and subscribe to any schemes or arrangements for the benefit of the persons employed by the Company.

(z) To effect and keep on foot insurances against every kind of risk affecting the property of the Company, and against any injury, damage or loss to arise or occur or to be occasioned by or through any agents, servants, or other persons in the employ of the Company or acting on their behalf, or by or through any other means whatsoever, and to effect and keep on foot insurances on the life or health of or against accident to the Company's directors, servants or agents, and to effect and keep on foot insurances against any risk or liability of any description to which the Company may be or might become in anywise subject.

(AA) To engage and appoint all necessary or desirable managers, experts and specialists, travellers, collectors, agents, assistants, employees and servants and from time to time, if thought expedient, to remove or suspend any such managers, experts, assistants, employees and servants as aforesaid and to appoint others in their stead.

(BB) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities (including also any dividends, interest coupons and the like) of other companies belonging to this Company, or of which this Company may have the power of disposing.

(cc) To establish branches, depots and agencies for the purposes of the Company in the United Kingdom or elsewhere and to regulate or discontinue the same.

(dd) To do all or any of the above things in any part of the World, either on the Company's own account or to sanction and arrange for the same to be done by others and generally to exercise these powers as principals, agents, contractors or otherwise, and by or through agents, contractors or trustees or otherwise, and either alone or in conjunction with others.

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

Provided that nothing herein contained shall empower the Company to carry on the business of Assurance or to grant Annuities within the meaning of the Assurance Companies' Act, 1900, as extended by the Industrial Assurance Act, 1923, or to reinsure any risks under any class of Assurance business to which those Acts apply.

And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this clause, except where otherwise expressed in such paragraph, shall be separate and independent objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph 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.



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

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<i>Joseph George Little</i> <i>"Tregynon" Walsby R<sup>d</sup></i> <i>Grimby</i> <i>Company Director</i>	<i>One</i>
<i>Henry Robinson</i> <i>Walsby R<sup>d</sup></i> <i>Grimby Road</i> <i>Electroplater</i> <i>Company Director</i>	<i>One</i>

Dated this 5<sup>th</sup> day of April, 1929.

Witness to the above Signatures:—

*Wm Calverhill*  
*Ship Dock Rd*  
*Grimby*  
*Corporate Accountant.*

238567



"The Companies Acts, 1908 to 1917."



COMPANY LIMITED BY SHARES.

## Articles of Association

OF

## Rinovia Steam Fishing Company,

LIMITED.

PRELIMINARY.

REGISTERED  
10 APR 1929

1. The regulations contained in the Table "A" in the first Schedule of "the Companies (Consolidation) Act, 1908," hereinafter referred to as Table "A," shall apply to the Company, save as the same are modified, superseded or supplemented by the Clauses hereinafter appearing, or as may be modified, superseded or supplemented from time to time by "Special Resolution." Clauses 35 to 40 inclusive, relating to Share Warrants in the said Table "A" shall not apply to the Company.

2. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors shall think fit, and notwithstanding that part only of the Shares may have been allotted.

### "PRIVATE COMPANY" RESTRICTIONS.

3. The Company shall be carried on as a *Private Company*, within the meaning of Section 121, Companies (Consolidation) Act, 1908, as amended by Section 1 (2) of the Companies Act, 1913, and accordingly:—

(A) The number of members of the Company (exclusive of persons in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be Members of the Company) is hereby limited to fifty; provided that, for the purposes of this provision, where two or more persons hold one or more Shares jointly, they shall be treated as a single Member.

(B) The Company shall not issue any invitation to the public to subscribe for any of its Shares or Debentures or Debenture Stock.



899



## SHARES.

4. Subject to any Agreement or Agreements relative to the issue of Shares on special conditions, the Shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms and conditions, and at such times as they may think fit, and either at a premium or otherwise, but not at a discount. As regards all allotments, the Directors shall comply with Section 88 of the Companies (Consolidation) Act, 1908. The Share Certificate mentioned in clause 6 of Table A shall be issued within two months after the allotment of the Shares.

5. It shall be lawful for the Company to pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure, subscriptions, whether absolute or conditional, for any Shares of the Company to any amount not exceeding Ten per cent. of the nominal amount of the Share.

## TRANSFER OF SHARES.

6. Except that a share may be transferred by a Member to any relation (by birth or marriage) of such Member approved by the Directors and save where a transfer to a member would result in the number of Members being reduced below the minimum allowed by Statute, no Share shall be transferred to a person who is not a Member so long as any Member or any person selected by the Directors (hereinafter referred to as the purchasing Member) is willing to purchase the same at the fair value and any person proposing to transfer a Share or Shares shall give notice in writing (hereinafter called the transfer notice) to the Directors that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his Agent for the sale of the Share or Shares. The transfer notice shall not be revocable except with the sanction of the Directors.

7. In case any difference shall arise between the proposing transferor and the purchasing Member as to the fair value of a Share, the fair value shall be such sum as the Auditor for the time being of the Company shall certify in writing as in his opinion is the fair value of a Share, and the Auditor shall be bound so to certify on the application of any proposing transferor or purchasing Member; and in so certifying, the Auditor shall be deemed to be acting as an expert and not as an arbitrator, and accordingly the Arbitration Act, 1880, shall not apply.

8. If the Company shall, within the space of twenty-one days after being served with the transfer notice, find a Member, or other person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership, willing to purchase the Share or Shares, or a portion thereof, and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value, ascertained in accordance with the provisions of clauses 6 and 7 hereof, to transfer the Share or Shares, or portion thereof, to the purchasing Member.

9. If the Company shall not within the space of twenty-one days after being served with the notice as aforesaid find a Member willing to purchase the Share or Shares, the person wishful to sell shall, subject to the provisions of clause 10 hereof, be at liberty, for a period not exceeding two months, to sell and transfer the Share or Shares (or those not placed), to any person at a price not less than that which he may have fixed as the fair value in the before-mentioned notice. Before passing any transfer under this clause, the Directors may require the transferor and the transferee respectively to make statutory declarations that the consideration mentioned in the transfer is the true consideration paid to the transferor for the transfer of the Shares and is not subject to any deduction or rebate. When the retiring Member cannot find a purchaser at the price specified in the transfer notice, he may give a fresh transfer notice specifying a reduced price.

10. The Directors may refuse to register any transfer of any Share on any of the following grounds : (a) That the Company has a lien on the Share ; (b) that the transfer has not been effected according to the Articles or Regulations of the Company, or is in contravention of any agreement made by the transferor ; (c) that in the case of a Share not fully paid up the transferee is a person unable to pay calls ; (d) that the transferee is a person whose interest in the business carried on by the Company or any business of the same nature renders it undesirable, in the opinion of the Directors, that he shall be a Member, or that he is otherwise in their opinion objectionable ; or (e) that the result of the registration would be to reduce the number of Members below the minimum or raise the number above the maximum allowed by law. Notwithstanding the specific grounds hereinbefore mentioned, the Directors shall not be bound to give any reason for refusing to register a transfer. Subject to these modifications, Clause 20 of Table A shall apply.

#### GENERAL MEETINGS AND PROCEEDINGS THEREAT.

11. A General Meeting may, with the consent in writing of all the Members for the time being, be convened on a shorter notice than seven days, and in any manner they think fit, and Clause 49 of Table A shall be deemed to be modified accordingly. Two Members personally present shall be a quorum for a General Meeting, and Clause 51 of Table A shall be deemed to be amended accordingly.

12. A poll may be demanded by any one or more Members holding at least one-tenth of the shares for the time being issued, and Clause 56 of Table A shall be deemed to be modified accordingly ; and the words " or not carried by a particular majority " shall be deemed to be inserted immediately after the word " lost " in the same clause.

13. On a show of hands no vote shall be given by proxy ; otherwise each Member voting thereat shall have one vote. But at a poll each Member shall have one vote for every Share of whatever class or classes held by him upon which there are no calls in arrear. But the Directors may, on behalf of the Company, enter into any

Agreement or arrangement with any Member or Members by which the voting rights or privileges in respect of any blocks or groups of Shares may be withheld, suspended or reduced or in any way curtailed either permanently or temporarily, in regard to such purposes or operations, and for such periods as may be determined.

#### DIRECTORS.

14. Throughout these clauses words importing the masculine gender only shall also include the feminine gender. The number of Directors shall not be less than two nor more than five (one of whom may be designated "Managing Director"); and the qualification of every Director shall be the holding, in his own right and as sole holder, of Shares of any class or classes in the Capital of the Company of the nominal value of at least One Hundred Pounds. A Director may also occupy any other office (except that of Auditor) in or under the Company.

15. The persons hereinafter named shall be the first Directors of the Company, that is to say:—JOSEPH GEORGE LITTLE and HENRY ATKINSON, and such first Directors shall have power, until the first General Meeting held in the year 1930, and provided they both concur, to appoint any other person or persons to the position of Director, on condition that the total number of Directors does not at any time exceed the maximum specified in the preceding clause. Until otherwise determined by the Directors, two Directors shall form a quorum for a Board Meeting.

16. The first Directors and others who from time to time succeed to that office shall be allowed twenty eight days in which to procure their qualification Shares, and unless they shall do so they shall be deemed to have agreed to take the said Shares, and the same shall forthwith be allotted to them. In the meantime, they may exercise the same power and authority as though they held their qualification Shares.

17. The Directors may at their discretion (but subject to the provisions of any contract) appoint, remove or suspend and re-appoint such managers, experts and specialists, agents, travellers, collectors, assistants and other servants or employees, for permanent, temporary or other services as they may from time to time think fit, and may determine their duties and fix their salaries and emoluments, and require security in such instances and to such amount as they may think fit.

18. The Directors may purchase, take on lease or otherwise acquire, for or on behalf of the Company, any right, title or interest whatsoever relating to any freehold, leasehold and other land, docks, wharves, jetties, piers, landing stages, fish-curing and other works, kilns, factories, stores, shops, warehouses, offices, fixtures and fittings, plant and machinery, garages, stables, dwelling and other houses and buildings, messuages, easements, hereditaments, business concerns, goodwill, stock-in-trade, patents, inventions, trade marks, designs, benefit of contracts, privileges, options, rights, licences,

agencies, and other property which this Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit, and they may at their own discretion pay for any such right, title or interest in any freehold, leasehold and other land, docks, wharves, jetties, piers, landing stages, fish-curing and other works, factories, kilns, stores, shops, warehouses, offices, fixtures, fittings, plant and machinery, garages, stables, dwelling and other houses and buildings, messuages, easements, hereditaments, business concerns, goodwill, stock-in-trade, patents, inventions, trade marks, designs, benefit of contracts, privileges, options, rights, licences, agencies and other property or for services rendered to the Company, either wholly or partially in cash, or in shares of any class, debentures or other securities of the Company, or by any combination of these modes; and they are hereby authorised to enter into, or adopt and carry into effect any agreement or agreements, or other instruments in relation thereto, with full authority to agree at any time and from time to time to any modifications therein.

10. Clause 77 of Table A shall not apply to the Company. The office of Director shall *ipso facto* be vacated:--

- (i) If he cease to hold the required number of Shares to qualify him for office.
- (ii) If he become lunatic or of unsound mind or incapacitated by permanent physical infirmity from giving adequate attention to the business of the Company.
- (iii) If, after his appointment, he become bankrupt or suspend payment or file a petition in bankruptcy or compound with his creditors.
- (iv) If he absent himself from Board Meetings of the Company for four consecutive months without the special leave of his co-Directors.
- (v) If he be convicted of an indictable offence.
- (vi) If, after giving to the Company one month's notice at least (in writing), he resign his office.

20. No Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or arrangement, or any contract or arrangement entered into by or on behalf of the Company, in which any Director shall be in any way interested be avoided, nor shall any Director so contracting, or being so interested, be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relation thereby established, provided that, except with the unanimous consent of the Board, no such Director shall vote as a Director in respect of any contract or arrangement in which he is interested, and if he does so vote his vote shall not be counted, and the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. The restrictions imposed by this Clause may at any time be increased or suspended or relaxed to any extent sanctioned by a resolution in General Meeting.

21. The Directors may from time to time make, vary and repeal bye-laws or rules for the regulation of the business of the Company, its officers and servants or any section thereof; provided always that no bye-law or rule shall be made under this power which would amount to such an addition or alteration of the Company's Articles of Association as could only be legally made by a Special Resolution passed and confirmed in accordance with Sections 69 and 70, Companies (Consolidation) Act, 1908.

22. The Directors may from time to time provide for the management of the affairs of the Company at any or various branches or depots, in such manner as they shall think fit, and may for that purpose establish any local Boards or Agencies for regulating any of the Company's business and may appoint any persons to be members of such local Board, or any managers or agents, and fix their remuneration, and may remove them from office and appoint others in their stead or refrain from refilling the vacancies, and otherwise control all such officers as aforesaid.

23. If at any Meeting at which an election of Directors ought to take place, the place of any vacating Director is not filled up, such Director shall be deemed to have been re-elected.

24. The words and figures "held in the year 1930" shall be inserted after the word "Company" in Clause 78 of Table A, and the word "first" shall be omitted.

25. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

26. In addition to the powers contained in Clause 71 of Table A, the Directors may and are hereby empowered on behalf of the Company to make, do and execute all such acts, deeds, matters and things as they may consider requisite, necessary or expedient for carrying out or effectuating all or any of the objects of the Company as specified or referred to in the Memorandum of Association; and may subscribe, devote and apply any of the funds of the Company in or for or towards any purpose which they may consider conducive, directly or indirectly, to the interest of the Company or of its property, and without any provision or stipulation for the repayment of any sum or sums so subscribed, devoted or applied or any other consideration for the same, and also for the purposes of or in connection with all or any of the above-mentioned objects may pay the cost or subscribe towards the cost of, or otherwise aid or concur in obtaining or in endeavouring to obtain, statutory or other powers, either for the Company or for any other company or person.

27. Subject to the terms of any agreement between them and the Company, the Directors shall be paid out of the funds of the Company, by way of remuneration for their services, such sums as the Company in General Meeting shall from time to time prescribe, and such remuneration shall be divided among them in such proportions and manner as the Directors themselves determine, and in default of determination equally. Furthermore, each Director shall, subject to the sanction of the Board, be entitled to

he paid all his reasonable travelling and other expenses properly and necessarily incurred by him in and about the business of the Company, and if he shall be required to perform extra services or go abroad or to reside at some distant place, or shall otherwise be specially occupied about the Company's business, he shall, subject as aforesaid (unless otherwise arranged with him) be entitled to receive a remuneration to be fixed by the Company in General Meeting.

#### MANAGING DIRECTOR.

28. The Directors may at any time, whenever they deem it expedient so to do, appoint one of their body to be Managing Director of the Company, either for a fixed term or without any limitation as to the period for which he is to hold such office, and may, subject to the terms of his appointment, from time to time remove or dismiss him from office and appoint another in his place.

29. The Directors may from time to time entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they think fit and subject to the terms of any Contract or of a Resolution of a Board Meeting or of a General Meeting of the Company, may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of or in substitution for, all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

30. The remuneration of a Managing Director shall, subject to the terms of any agreement between him and the Company, and subject to the provisions of clause 27 hereof, be fixed either by the Directors or by the Company in General Meeting, as the Managing Director shall himself elect, and may be by salary (in addition to or in substitution for, that to which he may be entitled under the said clause 27) or commission, or participation in profits, or by all or any of these modes combined.

31. A Managing Director shall not, whilst he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the conditions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

#### BORROWING POWERS.

32. The Directors may from time to time, at their discretion, raise or borrow any sum or sums of money for the purposes of the Company, and may secure the payment of such moneys in such manner, and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture



stock of the Company, charged upon all or any part of the present and future property of the Company, including its uncalled capital; and Clause 73 of Table A shall not apply to the Company. If at any time the Company shall redeem any of its debentures previously issued, the Directors may, on behalf of the Company, keep any such redeemed debentures alive and may re-issue the same, or any of them, in any manner sanctioned by Section 104, Companies (Consolidation) Act, 1908.

33. The fee for inspection of instruments requiring registration shall be one shilling for each inspection, but the Directors may waive the payment of such fee either in any particular case or generally.

#### MISCELLANEOUS.

34. Every Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay all costs, charges, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or deed done by him or such officer or servant or in any way in the discharge of his duties.

35. No Member shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process, or which may relate to the conduct of the business of the Company, and which, in the opinion of the Directors, it will be inexpedient in the interest of the Members of the Company to communicate to the public.

36. Any resolution signed by all the Members for the time being of the Company entitled to vote shall be as valid and effectual as a resolution passed in the ordinary manner by the Members assembled in General Meeting, but this clause shall not apply to a resolution passed in respect of any matter which by the Statutes or these presents ought to be dealt with by Special or Extraordinary Resolution.

37. When a Special Resolution is proposed to be passed, the two Meetings may be convened by one notice, and the second Meeting may be convened by such notice contingently on the proposed Resolution being passed at the first Meeting by the necessary majority. Clauses 111 and 114 of Table A, relating to Notices, shall not apply to the Company.

38. Every Member whose registered place of address is not in the United Kingdom may from time to time notify in writing to the Company some place in England which shall be regarded as his registered place of abode for the purpose of Clause 110 of Table A, and any person not having notified the Company as aforesaid shall be deemed to have received due notice when such notice shall have been displayed in the office of the Company.

39. The Seal of the Company shall not be affixed to any instrument, except by the express authority of the Board of Directors and in the presence of at least two Directors, and such Directors and likewise the Secretary (or if the Secretary be not available, then by a deputy duly appointed for that purpose by the Board) shall sign every instrument to which the Seal of the Company is so affixed.

40. LESLIE MELVIN HOUGHTON shall be the first Secretary of the Company, and he shall, subject to any Agreement between him and the Company, retain office until the Directors by Resolution in Board Meeting otherwise determine, or until he resign. His remuneration (if any, as Secretary) shall be fixed by the Directors.

41. The appointment of Bankers and Solicitors of the Company, and the method of signing cheques, bills and the like shall be determined by the Directors.

42. A copy of the annual balance-sheet and report shall for seven days previous to the Meeting, be kept at the Registered Office, open for the inspection of the Members, and shall also be open at the Meeting, but the same shall not, except in the absolute discretion of the Directors, be circulated, and no copy of or extract from the same shall be taken or made, but a copy may be furnished on any terms allowed by statute.

43. The provisions of Sections 112 and 113 of the Companies (Consolidation) Act, 1908, relative to Accounts, Audit, Balance Sheets and Reports shall be applicable to the Company, provided that the Company shall not be required to forward any Statement in the form of a Balance Sheet to the Registrar.

---

Names, Addresses and Descriptions of Subscribers.

---

Joseph George Lick  
 "Tregynna" Hueloby R<sup>d</sup>  
 Grimsby  
 Company Director

Henry A. Lick  
 Hueloby  
 Spanish Road  
 Lickthorpe  
 Company Director

---

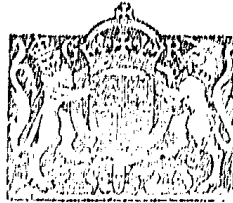
Dated this 5<sup>th</sup> day of April, 1920.

Witness to the above Signatures:—

Wm. Lick  
 Fish Dock Rd  
 Grimsby  
 Corporate Accountant.

DUPLICATE FOR THE FILE.

No. 238567



# Certificate of Incorporation

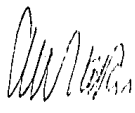
I Hereby Certify,

That

RINOVIA STEAM FISHING COMPANY, LIMITED

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is Limited.

Given under my hand at London this tenth day of April One Thousand Nine Hundred and twenty-nine.

  
for Registrar of Joint Stock Companies.

Certificate  
received by

*Oliver at Arthur G. P. 1929*  
*27 Feth Lane E.*

Date *23rd 1929*

238567

"THE COMPANIES ACT, 1929."

COMPANY LIMITED BY SHARES.



(COPY)

## Special Resolution

OF

# Rinovia Steam Fishing Company, LIMITED.

Passed the 14th day of October, 1941.

27 OCT 1941

At an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened and held at the Registered Office of the Company, FISH DOCKS, GRIMSBY, in the County of LINCOLN, on the 14th day of October, 1941, the following SPECIAL RESOLUTION was duly passed:—

### RESOLVED—

"That the Articles of Association as now appearing on the file at the Joint Stock Registry, shall no longer apply to the Company, and that the document now submitted to this Meeting which, for the purpose of identification, has been subscribed by the Chairman, be, and the same is hereby, adopted as the Company's Articles of Association to the exclusion of the said original Articles."

I. R. Bobley  
Secretary to the Company.

Filed at the Companies Registration Office  
on the 27th day of October, 1941.

Printed by Alfred H. Atkins Limited,  
Joint-Stock Companies Registration Agents, Printers, etc.,  
54 Poland Street, Oxford Street, W.1.

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.

## Articles of Association

OF

## Rinovia Steam Fishing Company, LIMITED.

### PRELIMINARY

1. The Regulations contained in the "Table A" in the first Schedule of "The Companies Act, 1929," hereinafter referred to as "Table A," shall apply to the Company, save as the same are modified, superseded or supplemented by the Clauses hereinafter appearing, or as may be modified, superseded or supplemented from time to time by Special Resolution.

### "PRIVATE COMPANY" RESTRICTIONS.

2. The Company shall be carried on as a *Private* Company, within the meaning of Section 26, Companies Act, 1929, and accordingly:—

- (A) The number of members of the Company (not including persons who are in the employment of the Company, and of persons who, having been formerly in the employment of the Company were, while in that employment and have continued after the determination of that employment, to be Members of the Company) is hereby limited to fifty; provided that, for the purposes of this provision, where two or more persons hold one or more Shares in the Company jointly, they shall be treated as a single Member.
- (B) The Company shall not issue any invitation to the public to subscribe for any of its Shares or Debentures or Debenture Stock.
- (C) The transfer of Shares in the Company shall be restricted in accordance with the provisions hereinafter appearing.

## SHARES.

3. Subject to any Agreement relative to the issue of Shares on special conditions, and subject also to the special powers conferred on the Governing Director, the Shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and at such times as they may think fit, and either at a premium or otherwise, but not at a discount, except as allowed by Section 47, Companies Act, 1929. As regards all allotments, the Directors shall comply with Section 42 of the said Act. The Share Certificate mentioned in Clause 4 of Table A shall be issued within two months after the allotment of the Shares.

4. It shall be lawful for the Company to pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares of the Company, to any amount not exceeding Ten per cent. of the nominal amount of the Shares.

## TRANSFER OF SHARES.

5. The Directors may, in their absolute and uncontrolled and uncontrollable discretion and without assigning any reason, decline to register any transfer of shares to a transferee of whom they do not approve; if the Directors refuse to register a transfer of any Shares, they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal, as required by Section 66, Companies Act, 1929.

## GENERAL MEETINGS AND PROCEEDINGS THEREAT.

6. A General Meeting shall be held once at least in every calendar year, at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as the Directors may appoint; or as the Company in General Meeting shall prescribe. In default of a General Meeting being so convened to take place within the aforesaid period, a General Meeting may be convened by any two Members in the same manner as nearly as possible as that in which Meetings are to be convened by the Directors.

7. The said General Meetings shall be called Ordinary General Meetings; all other General Meetings shall be called Extraordinary General Meetings. Clauses 39 and 40 of Table A shall not apply.

8. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; and such quorum shall be two Members personally present and holding, or representing by proxy, at least one tenth of the Share Capital of the Company for the time being issued and Clause 45 of Table A shall be deemed to be modified accordingly.

9. A poll may be demanded by any Member or Members entitled to vote and together holding or representing by proxy at least one-fifteenth of the issued Capital of the Company and Clause 50 of Table A shall be deemed to be modified accordingly; and the words "or not carried by a particular majority" shall be deemed to be inserted immediately after the word "lost" in the same clause.

10. On a show of hands no vote shall be given by proxy; otherwise each Member voting thereat shall have one vote. But at a poll every Member present in person or by proxy shall be entitled to one vote for every Share of whatever class or classes, held by him upon which there are no calls in arrear.

11. Throughout these clauses words importing the masculine gender only shall also include the feminine gender. The number of Directors may be limited to one or there may be any number of Directors not exceeding five (one of whom may be appointed for life and may be termed "Governing Director"); and when one Director alone is in office he shall have precisely the same power and authority in and over the affairs of the Company as these Articles and Table A confer on Directors generally, and the term "Directors" throughout the Memorandum and Articles and Table A shall, so far as the same is logically applicable to an individual apply to him. A Director may hold any other office of profit (except that of Auditor) in or under the Company.

12. The person hereinafter named is the present Director of the Company, viz.:—JOSEPH GEORGE LITTLE (entitled to hold office for life, as more particularly mentioned in clause 22 hereof). Whenever there are two or more Directors in office, two Directors shall form a quorum for a Board Meeting.

13. Subject to clause 23 hereof, the qualification of every Director shall be the holding, in his own right, and as sole holder, of at least One Share of any class in the Capital of the Company. The Directors shall be allowed 28 days in which to procure their qualification Share, and unless they shall do so they shall be deemed to have agreed to take the said Share, and the same shall forthwith be allotted to them. In the meantime they may exercise the same power and authority as though they held their qualification Share.

14. Clause 72 of Table A shall not apply to the Company. The office of Director shall *ipso facto* be vacated:—

(i)

(ii)

(iii)

the issue of Shares and powers conferred under the control of the Company, to any amount of the uncontrolled and any reason, decline of whom they do a transfer of any date on which the transferee notice Act, 1929.

by a commission to or agreeing to sub- any Shares of the Company, to any amount of the

uncontrolled and any reason, decline of whom they do a transfer of any date on which the transferee notice Act, 1929.

AS THEREAT.

at least in every fifteen months (meeting) and place company in General Meeting being so a General Meeting in the same manner to be convened

called Ordinary shall be called 40 of Table A

General Meeting when the Meeting of two Members proxy, at least the time being to be modified

9. A poll may be demanded by any Member or Members entitled to vote and together holding or representing by proxy at least one-fifteenth of the issued Capital of the Company and Clause 50 of Table A shall be deemed to be modified accordingly; and the words "or not carried by a particular majority" shall be deemed to be inserted immediately after the word "lost" in the same clause.

10. On a show of hands no vote shall be given by proxy; otherwise each Member voting thereat shall have one vote. But at a poll every Member present in person or by proxy shall be entitled to one vote for every Share of whatever class or classes, held by him upon which there are no calls in arrear.

#### DIRECTORS.

11. Throughout these clauses words importing the masculine gender only shall also include the feminine gender. The number of Directors may be limited to one or there may be any number of Directors not exceeding five (one of whom may be appointed for life and may be termed "Governing Director"); and when one Director alone is in office he shall have precisely the same power and authority in and over the affairs of the Company as these Articles and Table A confer on Directors generally, and the term "Directors" throughout the Memorandum and Articles and Table A shall, so far as the same is logically applicable to an individual apply to him. A Director may hold any other office of profit (except that of Auditor) in or under the Company.

12. The person hereinafter named is the present Director of the Company, viz.:—JOSEPH GEORGE LITTLE (entitled to hold office for life, as more particularly mentioned in clause 22 hereof). Whenever there are two or more Directors in office, two Directors shall form a quorum for a Board Meeting.

13. Subject to clause 23 hereof, the qualification of every Director shall be the holding, in his own right, and as sole holder, of at least One Share of any class in the Capital of the Company. The Directors shall be allowed 28 days in which to procure their qualification Share, and unless they shall do so they shall be deemed to have agreed to take the said Share, and the same shall forthwith be allotted to them. In the meantime they may exercise the same power and authority as though they held their qualification Share.

14. Clause 72 of Table A shall not apply to the Company. The office of Director shall *ipso facto* be vacated:—

(i) If he cease to hold his qualification Share.

(ii) If he become of unsound mind or incapacitated by permanent physical infirmity from giving adequate attention to the business of the Company.

(iii) If he become bankrupt or suspend payment, or file a petition in bankruptcy or compound with his creditors.



- (iv) If he absent himself from Board Meetings of the Company for four consecutive months without the special leave of his co-Directors, and they pass a Resolution confirming his exclusion from the Board by reason of such absence.
- (v) If he be convicted of an indictable offence, other than an offence under the Road Traffic Acts.
- (vi) If by reason of an order made under Section 217 or Section 275, Companies Act, 1929, he is prohibited from being a Director.
- (vii) If, after giving to the Company one month's notice at least (in writing) he resign his office.

15. The Directors shall be paid out of the funds of the Company, by way of remuneration for their services, such sums as the Governing Director may decide pursuant to clause 23 hereof, or with his acquiescence, as the Company in General Meeting may from time to time prescribe, and such remuneration shall be divided among them in such proportions and manner as the Directors themselves determine, and in default of determination, equally. Furthermore, each Director shall be entitled to be paid all his reasonable travelling and other expenses properly and necessarily incurred by him in and about the business of the Company, and if he shall be required to perform extra services, or go abroad or to reside at some distant place, or shall otherwise be specially occupied about the Company's business, he shall, subject as aforesaid (unless otherwise arranged with him), be entitled to receive a special remuneration to be fixed by the Company in General Meeting.

16. A resolution in writing, signed by all the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

17. The Directors may at their discretion (but subject to the provisions of any contract) appoint, remove or suspend and re-appoint such managers, experts and specialists, travellers, collectors, agents, assistants or employees for permanent, temporary or other services as they may from time to time think fit, and may determine their duties and fix their salaries and emoluments and require security in such instances and to such amount as they may think fit.

18. The Directors may purchase, take on lease or otherwise acquire, for or on behalf of the Company, any right, title or interest whatsoever relating to any freehold, leasehold, and other land, docks, wharves, jetties, piers, landing stages, fish-curing and other works, kilns, factories, stores, shops, warehouses, offices, garages, stables, dwelling and other houses and buildings, messuages, easements, hereditaments, fixtures and fittings, plant and machinery, business concerns, goodwill, stock-in-trade, patents, inventions, trade marks, designs, benefit of contracts, privileges, options, rights, licences, agencies and other property which this Company is authorised to

acquire,  
they this  
right, tit  
wharves  
factories  
dwelling  
ditamen  
goodwill  
benefit  
and othe  
wholly c  
other su  
modes ;  
and car  
ments i  
and fro

19.  
the Com  
with an  
contract  
be disq  
to the  
arrange  
interest  
Compan  
the Dire  
taken in  
or, if s  
the Bo  
so inter  
otherwi  
But no  
contract  
any ma  
be coun  
any su  
Neverth  
not app  
or secu  
take an  
impose  
or relax  
by a R

20.  
inserted  
the wor  
retirem

21.  
the Di  
Compa  
things  
carryin  
as spec

quire, at such price and generally on such terms and conditions, as they think fit, and they may at their own discretion pay for any such right, title or interest in any freehold, leasehold and other land, docks, wharves, jetties, piers, landing stages, fish-curing and other works, factories, kilns, stores, shops, warehouses, offices, garages, stables, dwelling and other houses and buildings, messuages, easements, hereditaments, fixtures, fittings, plant and machinery, business concerns, goodwill, stock-in-trade, patents, inventions, trade marks, designs, benefit of contracts, privileges, options, rights, licences, agencies, and other property or for services rendered to the Company, either wholly or partially in cash, or in shares, of any class, debentures or other securities of the Company, or by any combination of these modes; and they are hereby authorised to enter into or adopt and carry into effect any agreement or agreements, or other instruments in relation thereto, with full authority to agree at any time and from time to time to any modifications therein.

19. Any Director shall have full and free power to trade with the Company, and the Company shall have the like power to trade with any Director, and accordingly any Director may enter into contracts or other arrangements with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company; provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement or dealing is first taken into consideration, the nature and extent of his interest therein, or, if such interest be subsequently acquired, that he discloses to the Board at the next Meeting of the Directors held after he became so interested, the fact that he has acquired such interest and shall otherwise have complied with Section 149, Companies' Act, 1929. But no Director shall vote as a Director in connection with any such contract, arrangement or dealing in which he is interested or upon any matter arising thereout, and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such matters as aforesaid are being considered or dealt with. Nevertheless, this prohibitive proviso in regard to voting shall not apply to any contract or arrangement for giving any indemnity or security to a Director who has undertaken, or is about to undertake any liability on behalf of the Company. Any restrictions imposed by this clause may at any time be increased or suspended or relaxed to any extent that is legally permissible and is sanctioned by a Resolution in General Meeting.

20. The words and figures "held in the year 1943" shall be inserted after the word "Company" in Clause 73 of Table A and the word "first" shall be omitted; but the provisions relating to retirement by rotation shall not apply to a "life" Director.

21. In addition to the powers contained in Clause 67 of Table A the Directors may and are hereby empowered on behalf of the Company to make, do and execute all such acts, deeds, matters and things as they may consider requisite, necessary or expedient for carrying out or effectuating all or any of the objects of the Company as specified or referred to in the Memorandum of Association; and

acquire, at such price and generally on such terms and conditions, as they think fit, and they may at their own discretion pay for any such right, title or interest in any freehold, leasehold and other land, docks, wharves, jetties, piers, landing stages, fish-curing and other works, factories, kilns, stores, shops, warehouses, offices, garages, stables, dwelling and other houses and buildings, messuages, easements, hereditaments, fixtures, fittings, plant and machinery, business concerns, goodwill, stock-in-trade, patents, inventions, trade marks, designs, benefit of contracts, privileges, options, rights, licences, agencies, and other property or for services rendered to the Company, either wholly or partially in cash, or in shares, of any class, debentures or other securities of the Company, or by any combination of these modes; and they are hereby authorised to enter into or adopt and carry into effect any agreement or agreements, or other instruments in relation thereto, with full authority to agree at any time and from time to time to any modifications therein.

19. Any Director shall have full and free power to trade with the Company, and the Company shall have the like power to trade with any Director, and accordingly any Director may enter into contracts or other arrangements with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company; provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement or dealing is first taken into consideration, the nature and extent of his interest therein, or, if such interest be subsequently acquired, that he discloses to the Board at the next Meeting of the Directors held after he became so interested, the fact that he has acquired such interest and shall otherwise have complied with Section 149, Companies' Act, 1929. But no Director shall vote as a Director in connection with any such contract, arrangement or dealing in which he is interested or upon any matter arising thereout, and if he do so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such matters as aforesaid are being considered or dealt with. Nevertheless, this prohibitive proviso in regard to voting shall not apply to any contract or arrangement for giving any indemnity or security to a Director who has undertaken, or is about to undertake any liability on behalf of the Company. Any restrictions imposed by this clause may at any time be increased or suspended or relaxed to any extent that is legally permissible and is sanctioned by a Resolution in General Meeting.

20. The words and figures "held in the year 1943" shall be inserted after the word "Company" in Clause 73 of Table A and the word "first" shall be omitted; but the provisions relating to retirement by rotation shall not apply to a "life" Director.

21. In addition to the powers contained in Clause 67 of Table A the Directors may and are hereby empowered on behalf of the Company to make, do and execute all such acts, deeds, matters and things as they may consider requisite, necessary or expedient for carrying out or effectuating all or any of the objects of the Company as specified or referred to in the Memorandum of Association; and

long he shall be entitled and determined an ordinary Director no authority to be remuneration than Section 151 of the

## 1

25. Whenever a vacant office, and of the same, the survivor of any Member holding the office at the Meeting of the Members shall, subject to the approval of the Company, hold office until he is appointed or re-appointed ordinary Member, and shall go out of office.

26. The Governor and confer upon or to the powers exercisable as he think fit, and subject to the Governing Director and to be exercised on such terms and conditions as he expedient, and he may to the exclusion of the Directors in the withdraw, after or a

27. The Directors shall not raise or borrow any money in any manner, and upon any terms, which they think fit, and in pursuance of the issue of debentures upon all or any part of the assets of the Company, included in Table A shall be deemed to be a Company shall reduce the Directors may, on behalf of the Company, issue debentures and in any manner sanctioned by the Directors.

28. The fee for shall be one shilling for the payment of such

long he shall be entitled to hold office and in default of such direction and determination such appointee shall only have the powers of an ordinary Director; provided always that the appointer shall have no authority to bequeath or confer greater powers or fix a higher remuneration than he himself had. This Article shall be subject to Section 151 of the Companies Act, 1929.

25. Whenever from any cause the Governing Director shall vacate office, and no prior steps shall have been taken to fill the same, the surviving Directors, or if no Directors be in office, then any Member holding at least One Share of any class in the Capital of the Company shall at once convene an Extraordinary General Meeting of the Members to select, if thought fit, a successor, and he shall, subject to the terms of any Agreement between him and the Company, hold office according to the terms of the Resolution by which he is appointed and failing this appointment of a successor, to appoint ordinary Directors and fix the rotation in which the Directors shall go out of office.

26. The Governing Director may from time to time entrust to and confer upon ordinary Directors for the time being such of the powers exercisable under these presents by the Directors as he may think fit, and subject to the terms of any contract, or of a minute of the Governing Director or both, may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as he think expedient, and he may confer such powers either collaterally with or to the exclusion of or in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

#### BORROWING POWERS.

27. The Directors may from time to time, at their discretion raise or borrow any sum or sums of money for the purposes of the Company, and may secure the payment of such moneys in such manner, and upon such terms and conditions in all respects as they think fit, and in particular by the creation of mortgages, or/and by the issue of debentures or debenture stock of the Company, charged upon all or any part of the present and future property and assets of the Company, including its uncalled capital or otherwise; and Clause 69 of Table A shall not apply to the Company. If at any time the Company shall redeem any of its debentures previously issued, the Directors may, on behalf of the Company, keep any such redeemed debentures alive and may re-issue the same, or any of them, in any manner sanctioned by Section 75, Companies Act, 1929.

28. The fee for inspection of instruments requiring registration shall be one shilling for each inspection, but the Directors may waive the payment of such fee either in any particular case or generally.

35. A copy of the Balance Sheet, including the Directors' Report and Auditors' Report shall, for seven days previous to the Meeting, be kept at the Office, open for the inspection of Members, and shall also be open at the Meeting and the Auditors' Report shall be read thereat, but no copy of or extract from such Balance Sheet or Reports shall be taken or made, but a copy shall be furnished on any terms allowed by statute, and accordingly Clause 101 of Table A shall not apply.

37. With the consent of a majority of the Members, any part of the Shares in, or Securities of, the Company may be closed in whole or in part for the benefit of the Members, and the Company may be compelled to purchase the same at a price to be determined by the Members.

## WINDING-UP.

36. If the Company shall be wound up, and all its debts and liabilities, and also the costs of the liquidation, shall have been duly paid, the surplus assets (if any) available for distribution among the Members, as such, shall, subject as hereinafter reserved be applied—first, in repaying to the holders of Preference Shares (if any) the amount paid up, or credited as paid up, on such Preference Shares respectively; Secondly, in repaying to the holders of Ordinary Shares the amount paid up, or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively, irrespective of class, all being deemed to be Ordinary. Provided always, that the provisions hereof are to be without prejudice to the rights of the holders of Shares (if any) issued upon special terms and conditions, whether pursuant to the Company's Memorandum of Association or otherwise.

37. With the sanction of an Extraordinary Resolution of the Members, any part of the assets of the Company, including any Shares in, or Securities of other Companies, may be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any Shares whereon there is any liability.

*J. G. Lister*  
*Chairman*

238 567/54

"THE COMPANIES ACT, 1948"

COMPANY LIMITED BY SHARES



Special Resolution

of

RINOVA STEAM FISHING COMPANY, LIMITED

Passed the 31st day of August, 1959

At an EXTRAORDINARY GENERAL MEETING of the Members of  
the above-named Company, duly convened and held at the  
Registered Office of the Company, FISH DOCK, GRIMSBY,  
the County of LINCOLN, on the 31st day of August, 1959,  
the following SPECIAL RESOLUTION was duly passed:-

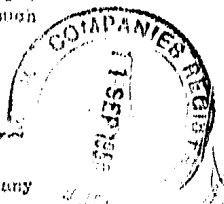
11 SEP 1959

RESOLVED:-

That the Memorandum of Association of the  
Company be altered by the insertion after the words  
"and to give guarantee or become security for such  
persons" in Clause 3 (T) of the following words  
"firms or companies".

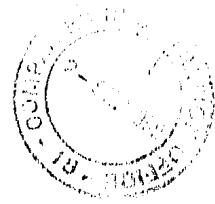
E. J. Johns

Secretary to the Company



159

166



Mem.  
9/9  
11/9

1958  
Certified true copy of the Memorandum of Association  
as altered by Special Resolution passed 31st. August, 1959

..... P. J. Johnson .....  
Secretary.

"The Companies Acts 1903 to 1917."

COMPANY LIMITED BY SHARES



## Memorandum of Association

OF

# Rinovia Steam Fishing Company, LIMITED.

SEAL OF THE REGISTRAR OF COMPANIES LONDON

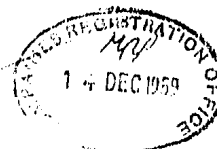
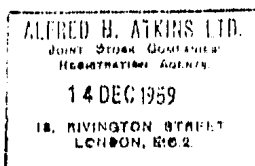
1. The Name of the Company is "RINOVIA STEAM FISHING COMPANY, LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:—

(A) To undertake, perform and carry out any work, operations, transactions or dealings whatsoever in connection with the fishing industry, deep sea and otherwise, and accordingly to build, contract for building, purchase, charter, hire or otherwise acquire, let-out-on-hire, sell, exchange or otherwise deal in, steam and motor trawlers, fishing vessels and craft of any description, by whatever power propelled, either with or without all or any of the customary or other gear, stores, equipment and furniture, and to manage, maintain and employ the same in connection with the Company's fishing and other vocations, trades or businesses.

(B) To utilize any of the steam trawlers and other fishing vessels owned or managed by the Company for the conveyance of fish, ice, salt, stores and likewise live-stock, meat, corn and other produce, passengers, mails, minerals, troops, munitions of war, treasure and merchandise of all kinds, between such ports as may be necessary or seem expedient in the conduct of the Company's business; and in rendering salvage, towage and other like services or otherwise; also to purchase cattle and live stock, coal, grain, timber and any other goods, wares and merchandise, for the purpose of freighting any ship or ships, and to dispose of the same by sale or otherwise.

(C) To carry on business and to trade in all respects as whole-sale and retail herring, oyster and other shell-fish and general fish merchants, salesmen, factors, auctioneers, exporters, contractors and the like, and to open, and establish, or acquire, maintain and carry on, in any part of the United Kingdom or elsewhere, shops,

63





markets, depots, stores, luncheon, supper and other bars and general trading centres or places for the supply of fish; also to establish, organise and work mail-order and other systems for the supply of fish direct to customers, whether by post or any other means of transit.

(b) To cure, salt, dry, store and otherwise prepare for market and consumption of or any descriptions of fish, fish pastes, and other products and foods in which fish can be utilized, whether smoked, tinned, potted or otherwise, and to sell, export, import and otherwise deal in the same, wholesale and retail; and generally to undertake and carry out all or any of the operations customarily, or which may advantageously be effected by steam trawler owners and managers, fish, ice, salt and fishing gear and tackle merchants, exporters, importers, contractors and traders.

(c) To undertake, carry out and perform all or any of the services or operations which are ordinarily, or which can conveniently or advantageously be, undertaken, carried out or performed by freight contractors, forwarding agents, owners and charterers of and dealers in steamships and other vessels or craft of every description, ship brokers and loading brokers; shipping, railway, air-line, passenger and general tourist agents; haulage, cartage and storage contractors, and carriers by land, water or otherwise; marine surveyors and valuers, insurance brokers and agents, underwriters, managers of shipping property, bonded and other store proprietors and managers, ship chandlers, stevedores, warehousemen, wharfingers and lightermen, salvors, marine and general engineers, shipwrights, boilermakers, wreck raisers and removers, divers, ice merchants and refrigerating storekeepers; provision merchants and general ship store providers, victualling and general refreshment contractors, caterers, restaurateurs, hotel proprietors and the like.

(f) To purchase, take in exchange, or otherwise acquire and hold (either alone or in conjunction with any other companies or persons), any shares or other securities or investments in fishing or other ships or vessels and also shares, stocks and securities of any company or companies possessed of or interested in any ships or vessels and to deal with or dispose of any shares or securities or investments as aforesaid.

(g) Subject to the proviso at the end of this third clause, to insure all or any of the trawlers or other fishing vessels, ships, steamships, and other craft, cargoes and properties of the company, either by insurance effected with the Company itself as insurer or with other companies, clubs or persons (whether upon the mutual principle or otherwise), and against such losses, damages, liabilities, risks and perils of all kinds, as the Directors may determine; and for this purpose, if thought expedient, to establish or augment a reserve fund; and also to carry on the business of marine insurance and marine accident insurance in all its respective branches, and to effect re-insurance and counter-insurance.

(ii)  
fishing v  
the time  
Company  
recovered  
thereof,  
the pure  
or craft  
with its  
as the 1

(i)  
and othe  
tempora  
out all  
by finan  
and val  
or partic  
mercant  
underta

(j)  
Associat  
assuranc

ste  
off

im  
wi  
ste  
im  
ste

(in  
or

And to  
to inde  
against  
binatio  
Comp  
workin  
purpos

(i)  
genera  
other  
of loca  
or fix

other bars and general fish; also to establish, systems for the supply of or any other means of

also prepare for market fish, fish pastes, and can be utilized, whether sell, export, import and retail; and generally to operations customarily, steam trawler owners and tackle merchants,

form all or any of the or which can be carried out or performed by owners and charterers of or craft of every description, railway, air-line, cartage and storage otherwise; marine surveyors, agents, underwriters, other store proprietors, warehousemen, wharfingers, general engineers, ship-repairers, divers, ice-provision merchants and general refreshment hotel proprietors and

otherwise acquire and hold companies or persons), in fishing or other ships of any company or ships or vessels and rights or investments as

of this third clause, to vessels, ships, steamships of the company, either as insurer or with other the mutual principle or liabilities, risks and determine; and for this or augment a reserve marine insurance and other branches, and to

(H) In the event of the sale or less of any trawler or other fishing vessel, steamship or craft of which this company is for the time being the owner, to lay out, expend and re-invest the Company's share or proportion of all sums of money received or recovered from the underwriters, or otherwise obtained in respect thereof, either in co-operation with the other co-owners in or towards the purchase or building of another trawler, fishing vessel, steamship or craft of which the Company shall be the sole owner, or to deal with its share or proportion of such sums in such way and manner as the Directors shall determine.

(I) To buy, sell, exchange and otherwise deal in fishmongering and other businesses, and to conduct and carry on the same, either temporarily or permanently; also to undertake, perform and carry out all or any of the functions or operations ordinarily carried out by financiers, company promoters and capitalists, general auctioneers and valuers; and generally to institute, enter into, carry on, assist or participate in financial, company flotation, shipping, commercial, mercantile, industrial and other businesses, works, contracts and undertakings.

(J) To become (or refrain from becoming) a member of any Association having for its objects, or one of its objects, the mutual assurance of its members against:—

(1) Loss or damage to any trawler or other fishing vessel, steamship or other craft or property by fire, common marine or other risk; or

(2) Any liability for the consequences of the negligence or improper conduct of any person or persons directly connected with the navigation of any trawler or other fishing vessel, steamship or craft, or the care of any cargo on board of, or intended to be shipped in, any trawler or other fishing vessel, steamship or craft; or

(3) Loss by non-payment of freight or demurrage; or

(4) Any other liability or loss upon Owners or Managers (including liability to pay compensation or damages to workmen or servants in their employment) whether statutory or otherwise.

And to pay calls made by such Association upon any of its members to indemnify any other or others of its members from loss insured against by such Association, and to join and contribute to any combination of employers engaged in business similar to those of the Company for the purpose of protection against seamen's and/or workmen's trade unions, or against harassing legislation, or for any purpose conducive to the interests of the Company.

(K) To also trade as proprietors, hirers and lenders of and general dealers in, motor and other lorries, tractors, railway and other wagons, pantechnicon and other vans and any other means of locomotion and haulage of whatever description, whether vehicular or fixed, by whatsoever power the same may be hauled or propelled

and in conjunction therewith, to carry on business as garage proprietors, owners of, agents and factors for, letters-out-on-hire and repairers of motor cars and automobiles of every description and to manufacture, buy, sell and deal in the same, including aircraft of all descriptions, and all components, tyres, petrol and other fuel and spirit, lubricants and sundries.

(L) To generally act as merchants and shippers, traders, commission agents or in any other capacity, and to import, export, buy, sell, barter, let-out-on-hire, exchange, pledge, make advances upon or otherwise deal in all kinds of English and foreign goods, wares, articles and merchandise, according to the custom of merchants and otherwise.

(M) To carry on any other business or trade of a character similar or analogous to any of the businesses or trades hereinbefore mentioned, or any business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above objects or any of them, or calculated directly or indirectly to enhance the value of, or render more profitable any of the Company's property or rights.

(N) To purchase or otherwise acquire and undertake all or any part of the business, goodwill, assets and liabilities of any person, firm or company carrying on, or proposing to carry on, any of the businesses or trades which this Company is authorised to carry on, or possessed of any property suitable for the purposes of this Company, and, as part of the consideration for such acquisition, to undertake all or any of the liabilities of such person, firm or company, and to give or accept, by way of consideration for any property acquired, or for the acts or things aforesaid, any shares, debentures, debenture stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(O) To purchase, take on lease, or under-lease, hire or otherwise acquire, adapt, erect, construct, fit-up, equip, turn to account, utilise, maintain, manage, control, reconstruct, alter and dispose of any docks, wharves, jetties, piers, landing stages, fish-curing and other works, kilns, factories, warehouses, stores, shops, garages, stables, yards, dwelling and other houses and buildings, railway and other sidings, walls, banks, fences, reservoirs, hereditaments, messuages, easements, plant and machinery, fittings and fixtures, and any other property whatsoever, whether real or personal, or any estate or interest therein, which the Company may consider necessary or convenient for the purposes of its business, or desirable in the interests of the Company; and generally to acquire and turn to account in any way howsoever, any freehold, leasehold or other lands, goodwill, benefit of contracts, stock-in-trade and the like.

(P) To apply for, purchase or otherwise acquire any patents, *brevets d'invention*, trade-marks, brands, recipes, licenses, concessions and the like, conferring an exclusive or non-exclusive or limited right to use any secret or other information as to any inventions which may seem capable of being used for any of

the purposes seem calculated to use, exclusively turn over or otherwise acquired.

(Q) To purchase, wharves, jetties, houses, stores, marks, brands, options, rights, property, rendered (in cash, or in obligations, binned. At shares shall within one

(R) To purchase all or any or for any conferred indirectly, payment of such Company

(S) To purchase bonds, debentures, notes, or mortgage or of its interest as the Company rights of the sinking fund and to draw promissory other negotiable

(T) To purchase immediate money or seem expected dealings security financial

(U) To purchase services Incorporated him or the up in full

2.5.5

the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, sell or grant licenses in respect of or otherwise turn to account, the property, rights and information so acquired.

(q) To pay for any freehold, leasehold and other lands, docks, wharves, jetties, fish-curing and other works, kilns, factories, warehouses, stores, shops and buildings, stock-in-trade, book-debts, trade marks, brands, patents, secret processes, business concerns, goodwill, options, rights or privileges, fixtures and fittings, plant and other property purchased or acquired by the Company, or for services rendered (whether by individuals, firms or companies) either by bills, cash, or in fully or partly paid shares, debentures, bonds or other obligations of the Company, or by two or more of such modes combined. Any contract relating to the issue of fully or partly paid shares shall be filed with the Registrar of Joint-Stock Companies within one month from the date of allotment of such shares.

(r) To promote any other Company for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purposes which may, within the limits of the powers conferred by the provisions of this Memorandum, seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any bonds, debentures or other securities issued by any such Company.

(s) To borrow, raise and secure money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes, or other obligations or securities of the Company, or by mortgage or charge of all or any part of the property of the Company, or of its uncalled capital, or without security, or in such other manner as the Company shall think fit, and with such powers of sale and rights of transfer, and upon such terms as to priority, formation of sinking funds or otherwise, as the Company shall deem expedient, and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments of whatever kind.

(t) To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined, and to lend and advance money or give credit to such persons and on such terms as may seem expedient, and in particular to customers, and others having dealings with the Company, and to give guarantees or become security for such persons, and generally to carry on or transact any financial business whatsoever.

(u) To remunerate any person, firm or company rendering services of any kind to this Company, whether before or after Incorporation, and either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise.

(v) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company, including accounts relating to property, matters or things to the benefit of which the Company may become entitled, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any debentures, debenture stock, or securities of this or any other Company.

(w) To amalgamate with, or to hold Shares in, any other Company having similar objects, or capable of being conducted so as directly or indirectly to benefit this Company.

(x) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock, or securities of any other company, whether promoted by this Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.

(y) To make donations and subscriptions to, or guarantee money for, any charitable, benevolent, public, general or useful object, or any object likely to promote the interests of the Company, and to create and contribute to pension and other funds for the benefit of or make allowances to persons employed by the Company, and generally to establish, support and subscribe to any schemes or arrangements for the benefit of the persons employed by the Company.

(z) To effect and keep on foot insurances against every kind of risk affecting the property of the Company, and against any injury, damage or loss to arise or occur or to be occasioned by or through any agents, servants, or other persons in the employ of the Company or acting on their behalf, or by or through any other means whatsoever, and to effect and keep on foot insurances on the life or health of or against accident to the Company's directors, servants or agents, and to effect and keep on foot insurances against any risk or liability of any description to which the Company may be or might become in anywise subject.

(AA) To engage and appoint all necessary or desirable managers, experts and specialists, travellers, collectors, agents, assistants, employees and servants and from time to time, if thought expedient, to remove or suspend any such managers, experts, assistants, employees and servants as aforesaid and to appoint others in their stead.

(BB) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities (including also any dividends, interest coupons and the like) of other companies belonging to this Company, or of which this Company may have the power of disposing.

(cc) of the Company or discount

(dd) World, or arrange for these powers or through alone or in

(ee) to the attainment

Provided that nothing in the business of Assurance Companies' 1923, or to reinsure under those Acts apply.

And it is hereby declared that any reference to this or other body of persons domiciled in the United Kingdom in each paragraph of this Act shall be separate and limited or restricted by the provisions of the Act of the Company.

4. The Liability of

5. The Share Capital of One Pound each, from time to time, and or at a premium.

6. Any of the Shares from time to time be issued in respect of dividend special privilege or advantage be issued, or at such a time as any other Shares previously issued, or provided such conditions or provisions voting, and generally by Special Resolution attached to issued Shares in manner provided by the (Consolidation) Act, 1908.

(EE)  
the att

nothing.  
Assur  
panies'  
asure a  
y.

' declare  
e to this  
person  
e United  
of this  
te and  
eted by

ability of  
are Cap  
each. 't  
me, and  
.

the S  
ne be iss  
vidend  
or adv  
such a  
s provi  
or pro  
generally  
olution  
ated S  
d by C  
Act, 19

shares in, any other  
being conducted so as

of the Company or any consideration as the Company (fully or partly paid) of any other company, purpose or not, and to dispose of, turn to of the property and

ns to, or guarantee  
ic, general or useful  
rests of the Company,  
r funds for the benefit  
y the Company, and  
to any schemes or  
oyed by the Company.

against every kind of  
and against any injury,  
sued by or through any  
of the Company or  
or means whatsoever,  
the life or health of or  
servants or agents,  
at any risk or liability  
to be or might become

or desirable managers,  
s. agents, assistants,  
if thought expedient,  
experts, assistants,  
to appoint others in

the Company in kind  
or any shares, debentures,  
interest coupons  
of this Company, or of  
disposing.

(cc) To establish branches, depots and agencies for the purposes of the Company in the United Kingdom or elsewhere and to regulate or discontinue the same.

(iii) To do all or any of the above things in any part of the World, either on the Company's own account or to sanction and arrange for the same to be done by others and generally to exercise these powers as principals, agents, contractors or otherwise, and by or through agents, contractors or trustees or otherwise, and either alone or in conjunction with others.

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

Provided that nothing herein contained shall empower the Company to carry on the business of Assurance or to grant Annuities within the meaning of the Assurance Companies' Act, 1909, as extended by the Industrial Assurance Act, 1923, or to reinsure any risks under any class of Assurance business to which those Acts apply.

And it is hereby declared that the word "Company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the objects specified in each paragraph of this clause, except where otherwise expressed in such paragraph, shall be separate and independent objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

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.

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

Names, Addresses and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<p>JOSEPH GEORGE LITTLE, Tregynna, Weelsby Rd., Grimsby, Company Director.</p>	One
<p>HENRY ATKINSON, Hazelmere, Grimsby Road, Cleethorpes, Company Director.</p>	One

Dated the 5th day of April, 1920.

Witness to the above Signatures :—

W. COLIN CROSS,

Fish Dock Rd., Grimsby,

Corporate Accountant.

Number of Company 2187/69.

THE COMPANIES ACT 1948

SPECIAL RESOLUTION

- of -

RINOVLIA STEAM FISHING CO. LTD.

Passed the 29th. day of June, 1960.



At an Extraordinary General Meeting of the Members of the above Company duly convened and held at the Registered Office of the Company on the 29th. day of June 1960 the following Resolution was duly passed as a Special Resolution :-

RESOLUTION

That the Regulations contained in the printed document submitted to the meeting; and for the purpose of identification subscribed by the Chairman thereof be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.

CHAIRMAN.

"To certify that, to the best of our knowledge, and belief, the conditions mentioned in Subsection (2) of Section 129 of the Companies Act, 1948, are satisfied on the date of the passing of the Resolution and have been at all times since the 1st July, 1949"

SECRETARY.

218



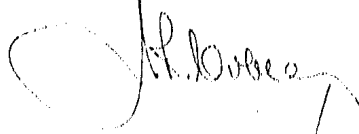
*The Companies Act, 1929 to 1948*

---

COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION



Chairman.

RINOVIA STEAM FISHING COMPANY LIMITED.

This is a copy of the Articles of Association of the Company approved at the Extraordinary General Meeting held on 29th June, 1900.

12

*The Companies Act, 1948*

COMPANY LIMITED BY SHARES

## ARTICLES OF ASSOCIATION

RINQVIA SEAL FISHING COMPANY LIMITED.

### PRELIMINARY.

1. Subject as hereinafter provided the Regulations contained in Part I of Table "A" in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table 'A'") shall apply to the Company except in so far as they are excluded by or are inconsistent with these Articles of Association.

2. The Company shall be a Private Company, and accordingly the following provisions shall have effect :—

- (A) The Company shall not offer any of its shares or debentures to the public for subscription.
- (B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.
- (C) The right to transfer shares in the Company shall be restricted in the manner hereinafter provided.

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

### SHARE CAPITAL AND SHARES.

4. The shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

5. A call shall be deemed to have been made at the time when the Resolution of the Directors authorising such call was passed.

6. The Directors may refuse to register a transfer of shares (whether fully paid or not) to any person of whom they do not approve as a transferee and shall not be bound to assign any reason or ground for so withholding their approval, and may also decline to register any transfer of shares on which the Company has a lien. Clause 24 of Table "A" shall be modified accordingly.

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

8. The lien conferred by Clause 11 of Table "A" shall attach to fully paid up shares, and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

#### GENERAL MEETINGS.

9. A resolution in writing signed by all the Members of the Company, or their duly authorised attorneys, shall (except where a meeting is required by statute) be as valid and effectual as if it had been passed at a meeting of the Members duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the Members (signature in the case of a body corporate which is a Member being sufficient if made by two of its Directors or other governing body) or by their duly authorised attorneys.

10. The quorum at a General Meeting shall be two.

#### DIRECTORS.

11. The number of Directors shall be not less than two.

12. A Director shall not be required to hold any shares to qualify him for office, but may nevertheless attend and take part in meetings of shareholders and act as proxy for any member thereof.

13. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. The Company in General Meeting may also vote extra remuneration to the Board or any Member of the Board and either for one year or any longer or shorter period. The Directors may repay to any Director all such reasonable expenses as he may incur in attending meetings of the Board, or of Committees of the Board, or General Meetings, or which he may otherwise incur in or about the business of the Company.

#### POWERS AND DUTIES OF DIRECTORS.

14. Clause 79 of Table "A" shall not apply. The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purposes of the Company and may secure the same in any manner authorised by the Memorandum of Association.

18. (c) except by presence of person appointed person shall

(d) to having Directors.

16. Clause vacated

(A) If

(B) If

(C) If

17. (A) be retained in and may en Company as the nature of and retain for therefrom : into by the C some of these constitute an contracts or a person a secur for the benefit or security given

(B) V Director may Company or in not be account The Directors conferred by a resolution for remuneration of may vote in fa is or may become

18. Clause in the year 190 one-third of the

## THE SEAL.

15. (A) The Seal of the Company shall not be affixed to any instrument except by authority of a resolution of the Board and shall be so affixed in the presence of two Directors or of one Director and the Secretary or some other person approved by the Board, and such witnessing Director, Secretary, or other person shall sign the instrument to which the seal is so affixed.

(B) The Company may exercise the powers conferred by statute in regard to having an official seal for use abroad, and such power shall be vested in the Directors.

## DISQUALIFICATION OF DIRECTORS.

16. Clause 88 of Table "A" shall not apply. The office of a Director shall be vacated :--

- (A) If (not being a Managing Director holding office as such for a fixed term) he resign his office by writing under his hand left at the Office.
- (B) If he becomes bankrupt or compounds with his creditors.
- (C) If he is found lunatic or becomes of unsound mind.

17. (A) Any Director may occupy any place of profit under the Company or be retained in any professional capacity for the Company otherwise than as Auditor, and may enter into or be interested in any contract or arrangement with the Company as effectively as if he were not a Director, and (if he has declared the nature of his interest in manner prescribed by law) may vote in respect thereof and retain for his own absolute benefit all profits and advantages accruing to him therefrom : and it shall be no objection to any contracts or arrangements entered into by the Company whether at or after its incorporation that the Directors, or some of them, were interested as vendors, promoters, or otherwise or do not constitute an independent Board, or have any conflicting interests, including any contracts or arrangements the effect of which is to give to any Director or other person a security or indemnity in respect of money lent to or obligations undertaken for the benefit of the Company by such Director or other person under guarantee or security given by such Director or other person.

(B) Without prejudice to the generality of the foregoing provision, any Director may be or become a director or officer of any company promoted by the Company or in which it may be interested as shareholder or otherwise, and shall not be accountable for any remuneration or benefits received by him in that capacity. The Directors may cause to be exercised as they think fit the voting power conferred by such shareholding (including the exercise thereof in favour of any resolution for the appointment of themselves or any of them as, and for the remuneration of, directors or officers of such other company), and any Director may vote in favour of the exercise of such voting power notwithstanding that he is or may become personally interested in the result thereof.

## ROTATION OF DIRECTORS.

18. Clause 89 of Table "A" shall not apply. At the Annual General Meeting in the year 1960 and at the Annual General Meeting in every subsequent year one-third of the Directors for the time being, or, if their number is not a multiple

of three, the number nearest to but not greater than one-third, shall retire from office. A Director retiring at a meeting shall retain office until the close or adjournment of the Meeting.

#### PROCEEDINGS OF DIRECTORS.

19. At Meetings of Directors, unless otherwise determined by the Board, two Directors shall form a quorum. Provided that a resolution in writing, signed by all the Directors, shall be as valid and effectual as if it had been 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 such Directors. Meetings of Directors may be held at such places, whether within or outside the United Kingdom, as the Directors may from time to time determine.

#### ALTERNATE DIRECTORS.

20. A Director may at any time appoint (a) another Director or (b) any person approved by the Board to be an alternate Director of the Company, and may at any time revoke such appointment. An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, nor be required to hold any qualification, but shall otherwise be subject to the provisions of these presents with regard to Directors. An alternate Director shall (subject to his giving the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of all meetings of the Board, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in the absence of such appointor. An alternate Director shall *ipso facto* cease to be an alternate Director if his appointor ceases for any reason to be a Director, provided that if a Director retires by rotation, but is re-elected by the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. All appointments and removals of alternate Directors shall be effected in writing under the hand of the Director making or revoking such appointment and shall be deposited at the Registered Office of the Company. Where a Director is appointed alternate Director his powers and duties as a Director in his own right shall not be in any way affected by such appointment or by the termination thereof.

#### NOTICES.

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

#### WINDING-UP.

22. In a winding up any part of the assets of the Company including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

NO. OF COMPANY

19557.

THE COMPANIES ACT 1948

SPECIAL RESOLUTIONS

-OF-

RETROVA TREAM FISHING COMPANY LIMITED



Passed the 29th day of June, 1960

At an Extraordinary General Meeting of the Members of the above Company duly convened and held at the Registered Office of the Company on the 29th day of June, 1960 the following resolutions were duly passed as Special Resolutions :-

1. That the Authorized capital of the Company be increased to £300,200 by the creation of £290,200 Ordinary Shares of £1. each such additional Shares to rank in all respects pari passu with the existing Ordinary Shares of the Company.

2. That the sum of £298,699 being the sum of £90,200 standing to the credit of the Capital Reserve Accounts in the books of the Company and the sum of £208,499 being part of the sum standing to the credit of the Profit and Loss Account in the books of the Company be capitalised and accordingly that such sum be set free for distribution amongst the holders of the issued Ordinary Shares of the Company at the date of this resolution in the proportion in which they hold such Shares respectively on that day on the condition that the same be not paid in cash but be applied in paying up in full at par £298,699 Ordinary Shares of £1. each in the capital of the Company and that such £298,699 Ordinary Shares be allotted and distributed credited as fully paid up to and amongst the said holders of Ordinary Shares in the proportion aforesaid and the Directors shall give effect to this resolution.

J. R. Dore  
CHAIRMAN.

"We certify that, to the best of our knowledge and belief, the resolutions mentioned in Subsection (2) of Section 129 of the Companies Act, 1948, are satisfied on the date of the passing of the Resolution and have been at all times since the 1st July, 1948."

J. B. Dore  
DIRECTOR

W. C. Dore  
SECRETARY

REGISTERED  
1960

C521

NO. OF COMPANY.....

66



[C.F. 10]



THE COMPANIES ACT, 1948.



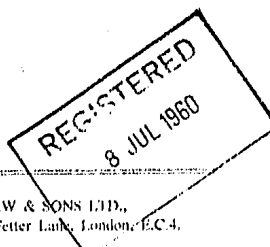
Notice of Increase in Nominal Capital.

Pursuant to Section 63.

NAME OF  
COMPANY.....

RINOVIA STEAM FISHING COMPANY

LIMITED.



JORDAN & SONS, LTD.,  
116, Chancery Lane, London, W.C.2.

Cnt. No. C.F. 10.

SHAW & SONS LTD.,  
7, 8 & 9, Fetter Lane, London, E.C.4.

Law Stationers and Company Registration Agents.

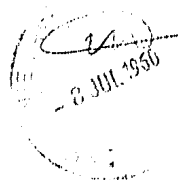
S2706 (10)

Presented by

WILKIN & CHALMAN,

NEW OXFORD HOUSE, GEORGE STREET,

MANCHESTER, Lancs.



CS22

## Notice of Increase in Nominal Capital.

To the REGISTRAR OF COMPANIES.

RINOVIA STEAM FISHING COMPANY

LIMITED,

hereby gives you notice pursuant to Section 63 of the Companies Act, 1918, that by (a) A Special Resolution of the Company dated the 29th day of June 1960, the nominal Capital of the Company has been increased by the addition thereto of the sum of £ 290,200 beyond the registered Capital of £10,000.

The additional Capital is divided as follows:—

Number of Shares.	Class of Share.	Nominal Amount of each Share.
290,200.	Ordinary	£1.

The conditions (*e.g.*, voting rights, dividend rights, winding-up rights, etc.), subject to which the new Shares have been, or are to be, issued, are as follows:—

The shares rank *pari passu* with the existing Ordinary Share Capital of the Company.

..... of the new Shares are Preference Shares, and are (b) [not] redeemable.

(Signature) H. G. G. G.

(State whether Director, or Secretary) Director.

Dated the 29th day of June 1960.

(a) "Ordinary," "Extraordinary" or "Special"

(b) Delete as appropriate.

This margin to be reserved for binding.



NO. OF COMPANY 230507

67  
COMPANY HAVING A SHARE CAPITAL.

## Statement of Increase of Nominal Capital

*Pursuant to Section 112 of the Stamp Act, 1891.*

(NOTE.—The stamp duty on an increase of Nominal Capital is Ten shillings every £100 or fraction of £100—Section 41, Finance Act, 1933.)

NAME OF  
COMPANY RINOVIA STEAM FISHING COMPANY

LIMITED.

This statement is to be filed within 15 days after the passing of the Resolution by which the Registered Capital is increased, and if not so filed Interest on the Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable (s. 5, Revenue Act, 1903).

NOTE.—Attention is drawn to Section 63 of the Companies Act, 1918, relative to the filing of a Notice of Increase and a printed copy of the Resolution authorising the increase.

CAT. No. CA.26.

JORDAN & SONS, LTD.,  
116, Chancery Lane, London, W.C.2.

SHAW & SONS LTD.,  
7, 8 & 9, Fetter Lane, London, E.C.4.

*Law Stationers and Company Registration Agents.*

Presented for registration by

WILKIN & CHAPMAN,

111, OXFORD HOUSE, GEORGE STREET,  
GRIMSBY.

This margin is reserved for filing and must not be written on.

The Nominal Capital

OF

RINOVIA STEAM FISHING COMPANY

LIMITED,

has by a Resolution of the Company dated the..... day  
of..... 29th June....., 1960....., been increased by the addition thereto of  
the sum of ..... £290,200..... Pounds,  
divided into..... 290,200 Ordinary..... Shares  
of ..... £1..... each,  
beyond the Registered Capital of £10,000. Ordinary Shares of £1. each

\*Signature.....

Description..... Director.....

Date..... 29th June..... 1960.

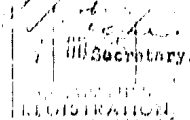
\*This Statement must be signed by an officer of the Company.

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

238567

Certified as a true copy of the original

76



21/19

THE COMPANIES ACTS, 1908 TO 1917

COMPANY LIMITED BY SHARES

## Resolutions

OF

### RINOVIA STEAM FISHING COMPANY LIMITED

REGISTERED

22 MAR 1965

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.

69



238567

This is a copy of the Memorandum and Articles of Association of the company adopted at the Extraordinary General Meeting held on the 8th March, 1965.

*[Signature]*  
Secretary.

THE COMPANIES ACTS, 1908 TO 1917

COMPANY LIMITED BY SHARES

---

---

## Memorandum

AND

NEW

## Articles of Association

OF

## RINOVIA STEAM FISHING COMPANY, LIMITED

*(New Clause 3 of Memorandum and New Articles of Association  
adopted by Special Resolution passed on the 8th day of March, 1965.)*

---

---

*Incorporated the 10th day of April, 1929.*

LINKLATERS & PAINES,  
BARRINGTON HOUSE,  
59-67 GRESHAM STREET,  
LONDON, E.C.2.

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 1917

*COMPANY LIMITED BY SHARES*

**Memorandum of Association**  
OF  
**RINOVIA STEAM FISHING COMPANY,  
LIMITED**

*(As altered by Special Resolution passed on 8th March, 1965.)*

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.

- (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 green-grocers.
- (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 business as sexers, and dealers in and importers of birds and animals, and to provide for the purpose the Co.
- (7) To carry on business as drying, grass and agricultural spraying.
- (8) To carry on business as retail and wholesale importers of sauces, preserved goods, dealers in oils, stationery, general and household manufactures, and foodstuffs.
- (9) To carry on business as transporters, merchants, engines and accessories, manufacture of petrol, substances, proprietors, shipping dealers in connection with the above.

and deal in and export  
stock, oil, coal, grain.

and retail fish, ice and  
and importers, fish  
of fish products  
freeze, cure, salt, dry  
and consumption all or  
or shell-fish pastes.  
h fish can be utilised  
ed or otherwise and  
deal in the same by

ders, ship repairers,  
dry docks, wharves,  
wharfingers, ware-  
and the business of  
ling manufacturing,  
nery and equipment,  
essing or otherwise  
or plastic or other  
export or otherwise  
pable of being used  
ses aforesaid.

and crop growers,  
alesmen, fruit and  
d to store, freeze,  
and consumption  
bles whether fresh,  
and products and  
be utilised and to  
ardeners and green-

and distributors of  
ved foodstuffs of  
perature and/or  
hinery, appliances  
d packages, cans,  
of the above busi-  
kind required for  
reating and pre-

- (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 con-



tractors, 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  
artesian and

- (15) To carry on  
manufacture  
or any manuf  
the manuf  
that may  
auxiliary t
- (16) To carry o  
seem to be  
such busin  
of the bus  
of this clau
- (17) To purchas  
carry out,  
manage or  
whether for  
hire to or  
company o  
carrying ou  
improvement  
intendence
- (18) To subscri  
acquire, an  
stock, secur  
right to pa  
documents  
tion or bod  
any option  
sell foreign
- (19) To purchas  
any proper  
patents, tra  
rights of a  
convenient  
develop and  
manner as  
ments and
- (20) To borrow  
debt or obl  
manner as  
gages and o  
the proper

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 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, licences, 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 licences, 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 the securities paid up.

- (27) To procure any company in or
- (28) To subscribe any table, benefit, any exhibit, considered like of the Com
- (29) To grant employees, tors and ex in business any such p institutions considered call advance th and to esta chase by tr the benefit money to purchase s carry into Company v
- (30) To do all in any part contractors trustees, ag junction wi
- (31) To do all s incidental them.

And it is hereby declared in each of the foregoing so far as otherwise or separate and distinct or anywise limited by reference which the same occur

may be thought fit, and in particular for stocks, shares or securities of any other company whether fully or partly paid up.

to procure by the creation and as may be thought fit, and in particular for stocks, shares or securities of any other company whether fully or partly paid up.

discount, negotiate, and deal with bills of exchange or negotiable or trans-

ship or any joint purse and to co-operate in any company, firm, or to acquire and under- property and liabilities carrying on any business carry on or possessed of the Company.

tion of any company, considered desirable.

the performance of the company, firm or person, of the capital and or premiums payable of any company, of this Company unities.

nts and other rights with or dispose of, the s and effects of the 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.

NOTE: The Capital was increased by Special Resolution of 29th June 1960 to £300,000 divided into 300,000 shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
JOSEPH GEORGE LITTLE, Tregynna, Weelsby Road, Grimsby. <i>Company Director.</i>	One
HENRY ATKINSON, Hazelmere, Grimsby Road, Cleethorpes. <i>Company Director.</i>	One

DATED the 5th day of April, 1929.

WITNESS to the above Signatures:—

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

THE CO

COMI

Article

RINOVIA ST

(Adopted by Sp

1. The regulation Schedule to the Company shall, except as herein inconsistent with the company, References here in Part I of Table A Table A applicable relating to companies

2. The Company restrictions contained

3. All unissued and they may allot, gr such persons, at such

THE COMPANIES ACTS, 1908 TO 1917

COMPANY LIMITED BY SHARES

NEW

## Articles of Association

OF

### RINOVIA STEAM FISHING COMPANY, LIMITED

(Adopted by Special Resolution passed 9th March, 1965.)

#### 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 pay the expenses as he may incur in the Directors, or of any of the Meetings, or otherwise in connection with the Company. Regulation 76 of Table A shall be modified accordingly.

12. The proviso to regulation 76 of Table A which restricts the borrowing of money by the Directors, shall not apply to the borrowing of money by the Directors.

13. A Director may by contract or arrangement with the Company (or with the office of Auditor) he may hold office as Auditor of the Company, and he or any firm or person in his professional capacity for the time being may be appointed and otherwise as the Directors may think fit. In such matter a Director not being a Director shall not be taken into account for the purpose of the proviso to his own absolute use and benefit. Regulation 84 of Table A shall be modified accordingly.

14. The Directors may cause to be kept books for meetings of the Directors. Regulation 86 of Table A shall be modified accordingly.

15. The office of a Director shall be terminated in the following events, namely:—

(A) If he shall become a Director.

(B) If (not being a Director for a fixed term) he shall be left at the Registrar's office he shall tender his resignation and resolve to accept the same.

(C) If he shall have been removed from office shall compound for the same.

(D) If he shall become a Director.

(E) If he shall be absent from the Company for six months without having applied for his office to be renewed.

Regulation 88 of Table A shall be modified accordingly.

RES.

paid shares need not be  
regulation 22 of Table A

ation 24 of Table A any  
person who is already a  
the Directors shall have  
son therefor to refuse to  
y paid or not).

#### MEETINGS.

or by proxy shall be a  
53 of Table A shall be

General Meeting by the  
person or by proxy and  
A shall be modified

all the members for the  
end and vote at General  
had been passed at a  
ned and held, and may  
each signed by one or  
not be effective to do  
General Meeting or by  
se of a corporation the  
director thereof or by its  
representative.

accordance with regu-  
t be less than two in  
ply.

hold any shares of the  
7 of Table A shall not  
Company shall never-  
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, 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 shall be entitled to receive such expenses as may be incurred by him in attending and he shall be entitled to receive such remuneration (if any) of the remuneration payable to the Directors by the Company as such appointor may determine from time to time direct, but such appointment shall not be effective unless approved by the Company. An alternate Director shall not be entitled to receive any remuneration from the Company to the same extent as the Director whom he represents.

20. Subject to the provisions of the Act, every Director shall be entitled to receive from the Company such remuneration as may be determined by the Company, and all costs, charges, losses and expenses incurred by him in the execution and discharge of his duties as Director shall be paid by the Company. Regulation 136 of Table A shall not apply.

#### OVERSIGHT

21. Whenever a Director is appointed or ceases to be a Director, the holder of not less than one-tenth of the share capital of the Company for the time being issued shall apply and in the event of such application shall have effect as against all other persons.

(a) The Parent Company shall have the right to appoint or remove any Director at any time and in the case of removal the Director shall be deemed to have resigned his office from the date of the termination of his appointment.

(b) No unissued shares of the Parent Company shall be allotted or transferred until the Parent Company has received notice from the Director of the Company that he has resigned his office.

(c) Any or all persons who are entitled to refuse to accept or to refuse to transfer any shares of the Company shall be deemed to have accepted or transferred such shares to the Company.

subject to retirement by rotation of Table A shall not apply and retirement by rotation shall be

by all the Directors shall be meeting of the Directors duly of several documents in the like the Directors. Regulation 106 of

five of Table A shall extend to ant Managing Director and in ing Director shall include a or.

#### DIRECTORS.

time by writing under his hand appoint any person to be his ner at any time terminate such previously approved by reso- only upon and subject to the he Directors.

alternate Director shall *ipso* any event which if he were a disqualified from acting as a under made against him or com- (iii) if he becomes of unsound

ine *ipso facto* if his appointor ill (subject to his giving to the ed Kingdom at which notices receive notices of meetings of a Director at any such meeting is not personally present and functions of his appointor as the time being absent from the e to act through ill-health or in writing of the Directors of his appointor. An alternate ve power to act as a Director or for the purposes of these

(b) 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.

#### OVER-RIDING 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 t<sup>l</sup> an 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.

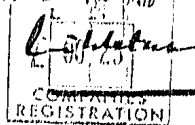
- (b) The Directors shall exercise all voting and other rights and powers of control exercisable by the Company in relation to each of its subsidiary companies for the time being so as to secure (so far as by such exercise they can secure) that the provisions of this Article shall *mutatis mutandis* 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.

*Certified a true copy of the Memorandum of Association  
as altered by Special Resolution passed on 8th March 1965*

235561

77



THE COMPANIES ACTS, 1908 TO 1917

COMPANY LIMITED BY SHARES

## Memorandum of Association

OF

### RINOVIA STEAM FISHING COMPANY, LIMITED

(As altered by Special Resolution passed on 8th March, 1965.)

1. The name of the Company is "RINOVIA STEAM FISHING COMPANY, LIMITED".

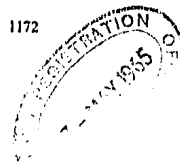
2. The Registered Office of the Company will be situate in England.

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 d'ving, salvage, towing and other like services

1172

82



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.

- (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 green-grocers.
- (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.

deal in and export  
k, oil, coal, grain,

retail fish, ice and  
and importers, fish  
s of fish products  
ze, cure, salt, dry  
consumption all or  
r shell-fish pastes,  
fish can be utilised  
or otherwise and  
al in the same by

rs, ship repairers,  
y docks, wharves,  
harfingers, ware-  
the business of  
g manufacturing,  
y and equipment,  
ing or otherwise  
plastic or other  
ort or otherwise  
ple of being used  
s aforesaid.

and crop growers,  
smen, fruit and  
to store, freeze,  
and consumption  
es whether fresh,  
d products and  
e utilised and to  
eners and green-

d distributors of  
ed foodstuffs of  
rature and/or  
nery, appliances  
packages, cans,  
the above busi-  
nd required for  
ating and pre-

- (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, component, 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 con-

tractors, 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,

sa...ors, motor  
an... and agents  
an...er vehicles.

(15) To...phers, type  
m...bers, photo-  
th...vers, dye  
th...ific instru-  
at...book sellers,  
at...equipment

(16) To...on, firm or  
su...emical and  
of...advisers to  
of...gricultural,  
(17) To...the carry-  
ca...er processes  
m...to deal in,  
w...helicopter,  
h...cultural or  
co...any other  
ca...  
in...ers, renters,  
in...financiers

(18) To...redit or on  
ag...agreement,  
st...products,  
ri...oliances, in  
de...ical.

ti...tauteurs,  
sc...licensed  
(19) To...alcoholic  
a...cigarettes  
a...contractors  
p...deal in  
ri...hotel and  
co...ription.

de...inventors,  
m...and disinfec-  
(20) To...dealers in  
d...ent and all  
m...on with the  
m...ons relating  
g...to drainage,  
th...

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 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 super-  
intendence 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, corpora-  
tion 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, licences, 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 experi-  
ments 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 mort-  
gages 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 licences, 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

And it is  
in each  
so far as  
separate  
anywise  
which th

the creation and  
may be thought  
or other securi-

- (27) or by mortgaging  
taking, property  
led capital of the  
(28) the performance of  
capital or principal  
lends or interest  
securities of any  
ular (but without  
(29) of any company  
y's holding com-  
Companies Act,  
the said Section,  
otherwise associa-

ount, negotiate,  
deal with bills of  
negotiable or trans-

- or any joint purse  
to co-operate in  
company, firm, or  
quire and under-  
ty and liabilities  
(30) on any business  
on or possessed  
of the Company.

- of any company,  
(31) ed desirable.

And it is  
n each o  
o far a  
separate  
anywise  
which th

ormance of the  
firm or person,  
ne capital and  
miums payable  
any company,  
this Company

nd other rights  
dispose of, the  
effects of the  
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.

NOTE: The Capital was increased by Special Resolution of 29th June 1929 to £100,000 divided into 100,000 shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
JOSEPH GEORGE LITTLE, Tregynna, Weelsby Road, Grimsby, <i>Company Director.</i>	One
HENRY ATKINSON, Hazelmere, Grimsby Road, Cleethorpes, <i>Company Director.</i>	One

DATED the 5th day of April, 1929.

WITNESS to the above Signatures:

W. COLIN CROSS,

Fish Dock Road,

Grimsby.

*Corporate Accountant.*

Certified as a true copy of the original.

Secretary. SK

No. of Certificate 250007

181

"The Companies Act, 1948"

REGISTERED

COMPANY LIMITED BY SHARES

(Copy)

SPECIAL RESOLUTION

(Pursuant to the Companies Act, 1948 Section 10)

of

RENOVA STEEL FISHING COMPANY, LIMITED

Passed 24th December, 1965

At an Extraordinary General Meeting of the Company duly convened and held on the 24th December, 1965, at Bora House, Grimsby the following SPECIAL RESOLUTION was duly passed:

"That the name of the Company be changed to

RENOVA GINSEY LIMITED"

L. H. T. BOES

Chairman.

Certified processed by Offset Lithography.

p.p. Ross Group Limited.

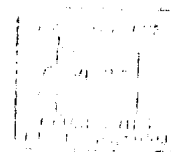
Secretary.

48.

No. 238567



**B**



41

Reference: C.R. 90/8714/65

BOARD OF TRADE

COMPANIES ACT, 1948

RINOVIA STEAM FISHING COMPANY, LIMITED

Pursuant to the provisions of Sub-Section (1) of Section 18 of the Companies Act, 1948, the Board of Trade hereby approve of the name of the above-named Company being changed to

RINOVIA AGENCY LIMITED

REGISTERED

13 DEC 1965

Signed on behalf of the Board of Trade

this THIRTEENTH DAY OF DECEMBER

ONE THOUSAND NINE HUNDRED AND SIXTY FIVE.

*J.S. Whitfield*

C.60

2011 W141064 D.4111 12M 7/65 T.P. Op. 618.

Authorised in that behalf by the  
President of the Board of Trade

No. C.172

DUPLICATE FOR THE FIRM

No. 230367



## Certificate of Incorporation on Change of Name

Whereas

**RINOVIA STEAM FISHING COMPANY, LIMITED**

was incorporated as a limited company under the  
**COMPANIES ACTS, 1900 TO 1917,**  
on the **TENTH DAY OF APRIL, 1920**

And Whereas by special resolution of the Company and with the  
approval of the Board of Trade it has changed its name,

Now therefore I hereby certify that the Company is a limited  
company incorporated under the name of

**RINOVIA AGENCY LIMITED**

Given under my hand at London, this **THIRTEENTH DAY OF DECEMBER**  
**ONE THOUSAND NINE HUNDRED AND SIXTY FIVE.**

Certificate received by

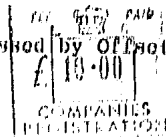
*POST*

*L.S. Whitfield.*  
Assistant Registrar of Companies.

Date

(THIS CERTIFICATE IS NOT VALID UNLESS SIGNED BY THE REGISTRAR OF COMPANIES)

87



Lithography.

Secretary.

Company No. 238507/108

"The Companies Act, 1948"

COMPANY LIMITED BY SHARES

(Copy)

SPECIAL RESOLUTION

of

RINOVIA AGENCY LIMITED

Passed the 25th day of June, 1973

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at 1, Lygon Place, Ebury Street, London, S.W.1. on the 25th day of June, 1973 the following Special Resolution was duly passed:-

"That the name of the Company be changed to

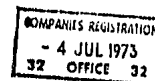
ROSS SEAFOODS (INTERNATIONAL) LIMITED."

*A.M. Davies*

A.M. DAVIES.  
CHAIRMAN.

Certified a true copy of the original.

*D.J. Wall*  
Secretary.



DAR. 008308



CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME

No. 238567/109

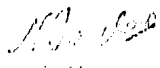
I hereby certify that

**RIRIOVIA AGENCY LIMITED**

having by special resolution and with the approval of the Secretary of State changed  
its name, is now incorporated under the name of

**ROSS SEAFOODS (INTERNATIONAL) LIMITED**

Given under my hand at London this 9th AUGUST 1973

  
G. M. ...  
Assistant Registrar of Companies

G. 172



No. 295507

110

Continued processed by photostatic  
photocopying.

DJW all  
Secretary

THE COMPANIES ACTS, 1908 TO 1917

COMPANY LIMITED BY SHARES

---

## Memorandum

AND

## Articles of Association

OF

ROSS SEAFOODS (INTERNATIONAL) LIMITED

(Incorporating all amendments up to 8th August, 1973)

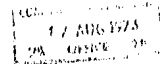
---

*Incorporated the 10th day of April, 1929.*

This is a copy of the Memorandum and Articles of Association  
of the Company as they have been amended from time to time.



DJW all  
Secretary.



THE COMPANIES ACTS, 1908 TO 1917

COMPANY LIMITED BY SHARES

## Memorandum of Association

OF

ROSS SEAFOODS (INTERNATIONAL) LIMITED  
(Incorporating all amendments up to 8th August, 1973)

1. The name of the Company is "ROSS SEAFOODS (INTERNATIONAL) 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

\* The name of the Company was originally Rinovia Steam Fishing Company Limited and was changed to Rinovia Agency Limited by order of the Board of Trade on 13th December, 1965 and to Ross Seafoods (International) Limited by order of the Secretary of State dated 8th August, 1973.

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.

- (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 utilized 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 green-grocers.
- (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, 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 con-

tractors, garages 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, chromo-lithographers, engravers, dye shakers, 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 processes 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 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, licences, 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 licences, 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 £200,200 divided into 200,200 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.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
JOSEPH GEORGE LITTLE, Tregynna, Weelsby Road, Grimsby. <i>Company Director.</i>	One
HENRY ATKINSON, Hazelmere, Grimsby Road, Cleethorpes. <i>Company Director.</i>	One

DATED the 5th day of April, 1929.

WITNESS to the above Signatures: ---

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

\* The share capital of the Company has been amended from time to time from £10,000 divided into 10,000 shares of £1 each.

THE COMPANIES ACTS, 1908 TO 1917

COMPANY LIMITED BY SHARES

## Articles of Association

OF

ROSS SHAFKODE (INTERNATIONAL) LIMITED

(Incorporating all amendments up to 8th August, 1973)

### 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, 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.

(n) 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.

(n) 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.

#### OVER-RIDING 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.

- (b) 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.

No. of Shares

100

100

To: The Registrar of Companies

Ross Seafoods (International) Limited

hereby notifies you in accordance with Section 200 of the Companies Act, 1948, that:  
on the 8th August, 1973 Messrs. A.M. Davies, J.A. Buckle, D.J. Councell ceased to  
be Directors of the Company and Messrs. E. Waller, W.C. Cook, D.I. Revell, W.D. Riddle  
became Directors of the Company.

PARTICULARS OF NEW DIRECTORS OR SECRETARY

Present Christian Name or Names	Any former Christian Name or names and Surname?	Nation-ality	Usual Residential Address	Business Occupation and Particulars of other Directorships	Date of Birth
Eric Waller	None	British	The Old Cottage, Beck Hill, Tealby, Lincs.	Co.Dir. - See List	11.11.16
Walter Clifford Cook	"	"	34, Daggett Road, Cleethorpes, Lincs.	Co.Dir. - None	21.12.22
Dennis Ivor Revell	"	"	P.O. Box 330, Bahrain, Arabian Gulf.	Co.Dir. - Bahrain Fishing Company, Qatar National Fishing Company.	19. 3.25
William Douglas Riddle	"	"	74 Sutherland Avenue, Pettswood, Kent.	Co.Dir. - Bahrain Fishing Company	12. 6.14

20 AUG 1973

Date 24th August, 1973

Signature for Secretary

64



NO. OF COMPANY

238507/114

THE COMPANIES ACT, 1948.

Notice of Place where Register of Members  
is kept or of any Change in that place.

Pursuant to Section 110 (3).

To the REGISTRAR OF COMPANIES.

Ross Seafoods (International)

LIMITED

do hereby given you notice, in accordance with subsection (3) of Section 110 of the  
Companies Act, 1948, that the Register of Members of the Company is kept at

Imperial House, Victoria Street,

Grimsby, South Humberside, DN31 1ET.

(Signature)

for Secretary

(State whether Director or Secretary)

DATED the 31st day of October, 1975

NOTE:- This notice must be forwarded to the Registrar of Companies within 14 days after the date of  
the incorporation of the Company or of the change, as the case may be.

Cat. No. C.F. 103

Jordan & Sons Limited

International Law Agents, Consultants & Publishers

Jordan House, 47 Brunswick Place, London N1 6EE

Presented by

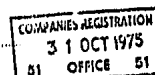
B. TAYLOR,

IMPERIAL HOUSE,

VICTORIA STREET, GRIMSBY.

Document Filer's Reference

BT/MQ



To: The Registrar of Companies:

Ross Seafoods (International) Limited  
hereby notifies you in accordance with Section 200 of the Companies Act, 1948, that:  
on the 1st November, 1975 Mr. D.J. Councell ceased to be Secretary of the Company  
and Mr. W.C. Cook was appointed in his place.

PARTICULARS OF NEW DIRECTORS OR SECRETARY					
Present Christian Name or Names	Any former Christian Name or names and Surname	Nation-ality	Usual Residential Address	Business Occupation and Particulars of other Directorships	Date of Birth
Walter Clifford Cook	None	British	34, Daggett Road, Cleethorpes, South Humberside.		

238367/115

23

Date ... 3rd November, ..... 19 75.

Signature ..... for Secretary

No. of Company 238567 / 116

Form No. 6a

THE COMPANIES ACTS 1948-67

Form of Annual Return of a Company having a Share Capital  
as required by Part IV of the Companies Act, 1948

ANNUAL RETURN of  
ROSS SEAFOODS (INTERNATIONAL)

LIMITED

made up to the 24th day of February 1976

(being the fourteenth day after the date of the Annual  
General Meeting for the year 1976).

ADDRESS OF REGISTERED OFFICE

ROSS HOUSE, GRIMSBY, SOUTH HUMBERSIDE

ADDRESS WHERE REGISTER OF MEMBERS  
AND DEBENTURE HOLDERS IS KEPT

(if other than the registered office)

IMPERIAL HOUSE, VICTORIA STREET, GRIMSBY, SOUTH HUMBERSIDE.

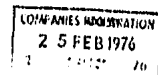
CERTIFICATE TO BE GIVEN BY A DIRECTOR AND THE SECRETARY OF EVERY  
PRIVATE COMPANY

We certify that the Company has not, since the date of the last  
Annual Return, issued any invitation to the public to subscribe  
for any Shares or Debentures of the Company.

*Shewen* ..... Director ..... *Shuan* ..... Secretary

Delivered for filing by

D.J. COUNCELL,  
ROSS HOUSE,  
GRIMSBY,  
LINCOLNSHIRE.



gr

- 2
- A. SUMMARY OF SHARE CAPITAL AND DEBENTURES
- (a) Nominal Share Capital £300,200..... divided into  
 ..300,200... ORDINARY... shares of £1..... each
- (b) Issued Share Capital & Debentures
- |   | Number                              | Class   |
|---|-------------------------------------|---|
| 1. Number of shares of each class taken up to the date of this return (which number must agree with the total shown in the list as held by existing members). | 300,200....                         | ORDINARY shares   |
| 2. Number of shares of each class issued subject to payment wholly in cash.   | 1,501....                           | ORDINARY shares   |
| 3. Number of shares of each class issued as fully paid up for a consideration other than cash.  | 298,699....                         | ORDINARY shares   |
| 4. Number of shares of each class issued as partly paid up for a consideration other than cash and extent to which each such share is so paid up.             | Nil.....                            | shares issued as paid up to the extent of £..... per share. |
| 5. Number of shares (if any) of each class issued at a discount.  | Nil.                                | Class   |
| 6. Amount of discount on the issue of shares not written off at the date of this return.  | £ Nil.                              |   |
| 7. Amount called up on number of shares of each class.  | £1..... per share on 1,501....      | ORDINARY shares   |
| 8. Total amount of calls received, including payments on application and allotment and any sums received on shares forfeited.                                 | £ 1,501....                         |   |
| 9. Total amount (if any) agreed to be considered as paid on number of shares of each class issued as fully paid up for a consideration other than cash.       | £ 298,699..... on 298,699....       | ORDINARY shares   |
| 10. Total amount (if any) agreed to be considered as paid on number of shares of each class issued as partly paid up for a consideration other than cash.     | £..... Nil on ..... shares          |   |
| 11. Total amount of calls unpaid.   | £ Nil.                              |   |
| 12. Total amount of the sums (if any) paid by way of commission in respect of any shares or debentures.   | £ Nil                               |   |
| 13. Total amount of the sums (if any) allowed by way of discount in respect of any debentures since the date of the last return.                              | £ Nil                               |   |
| 14. Total number of shares of each class forfeited.   | Nil.                                |   |
| 15. Total amount paid (if any) on shares forfeited.   | £ Nil                               |   |
| 16. Total amount of shares for which share warrants to bearer are outstanding.  | £ Nil.                              |   |
| 17. Total amount of share warrants to bearer issued and surrendered since the date of the last return.  | £ Nil. Issued<br>£ Nil. Surrendered |   |
| 18. Number of shares comprised in each share warrant to bearer, specifying in case of warrants of different kinds particulars of each kind.                   | Nil.                                |   |

B. PARTICULARS OF INDEBTEDNESS

Total amount of indebtedness of the Company in respect of all mortgages and charges which are required (or, in the case of a company registered in Scotland, which, if the Company had been registered in England, would be required) to be registered with the Registrar of Companies under the Companies Act, 1948, or which would have been required so to be registered if created after 1st July, 1908. £ Nil.

# C. LIST OF PAST AND PRESENT MEMBERS

List of persons holding Shares or Stock in the Company on the fourteenth day after the annual General Meeting for 1976, and of persons who have held Shares or Stock therein at any time since the date of the last Return.

## NAMES AND ADDRESSES

Number of Shares held by existing members at date of Return		Date of registration of transfer		Number	
(a)	(b)	(a)	(b)	(a)	(b)
IMPERIAL FOODS INTERNATIONAL LIMITED, Ross House, Grimsby, S. Humberside					
300,199					
TRAWLERS GRIMSEY LIMITED, Imperial House, Victoria Street, Grimsby, S. Humberside.					
1					
300,200					
IMPERIAL FOODS LIMITED, 1, Lygon Place, Emory Street, London, S.W.1.					
		20.8.75			300,199

## D. PARTICULARS OF THE PERSONS WHO ARE DIRECTORS OF THE COMPANY AT THE DATE OF THIS RETURN

The present Christian Name or Names	Any former Christian Name or names and Surname	Nationality	Usual Residential Address	Business Occupation and Particulars of other Directorships	Date of Birth
ERIC					
WALTER CLIFFORD	None	British	The Old Cottage, Beck Hill, Feolby, Lincs.	Co. Director - see list	11.11.16
DAVID CLIFFORD	None	British	34, Daggett Road, Cleethorpes, S. Humberside	Co. Director - None	31.12.22
DENNIS IVOR	None	British	P.O. BOX 350, Ebbw Vale, South Wales	Co. Director - Ebbw Vale Fishing Co.	19.3.25
WILLIAM DOUGLAS	None	British	74, Sutherland Avenue, Petts Wood, Kent.	Co. Director - Ebbw Vale Fishing Co.	12.6.14

## E. PARTICULARS OF THE PERSON WHO IS SECRETARY OF THE COMPANY AT THE DATE OF THIS RETURN

The present Christian Name or Names and Surname	Any former Christian Name or Names and Surname	Usual Residential Address
WALTER CLIFFORD	None	
Signed ..... <i>Walter Clifford</i> Director		
Signed ..... <i>Walter Clifford</i> Secretary		

ROSS SEAFOODS (INTERNATIONAL) LIMITED

INCORPORATED IN THE UNITED KINGDOM

DIRECTORS' REPORT AND ACCOUNTS

31ST OCTOBER, 1975

PEAT, MARWICK, MITCHELL & CO.

11, Ironmonger Lane, London EC2P 2AR.

ERIC WALLER  
OTHER DIRECTORSHIPS

4

GRIMSBY FISH MEAL CO. LIMITED  
BRITISH UNITED TRAWLERS LIMITED  
BARRAIN FISHING COMPANY  
QATAR NATIONAL FISHING COMPANY  
BRITISH TRAWLERS FEDERATION LIMITED  
TODDINGTON MANOR RESEARCH FARMS LIMITED

**G**

## THE COMPANIES ACTS 1948 TO 1980

**Notice of place where a register of holders of debentures or a duplicate thereof is kept or of any change in that place****102**

Pursuant to section 88(3) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use Company number

[138]

238387

Name of company

Ross Seafoods (International)

Limited\*

\*delete if inappropriate

hereby gives you notice in accordance with section 88(3) of the Companies Act 1948 that a register of holders of debentures of the company is now kept at:

Clifton House, Goldington Road,  
Bedford, MK40 3NF.

in lieu of\*

Imperial House, Victoria Street, Grimsby,  
South Humberside, DN31 1BT.

where it was previously kept

\*delete as appropriate

Signed

*D. H. Hall*

[Director] [Secretary]† Date 15. 8.83.

Presenter's name, address and reference (if any):

B. Taylor,  
Clifton House,  
Goldington Road,  
Bedford,  
MK40 3NF.For official use  
General section

Postroom

Printed & Supplied by:-  
Jordan & Sons Limited Company Formation and Information Services. Stationers and Publishers  
Jordan House, 47 Brunswick Place, London N1 6EE. Telephone: 01-253 3030 Telex: 261010



**G**

## THE COMPANIES ACTS 1948 TO 1981

**Notice of place where register of members is kept or of any change in that place****103**

Pursuant to section 110(3) or the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use Company number

[7139]

238567

Name of company

Ross Seafoods (International)

Limited\*

\*delete if inappropriate

hereby gives you notice in accordance with section 110(3) of the Companies Act 1948 that the register of members is now kept at:

Clifton House, Goldington Road,  
Bedford, MK40 3NF.

In lieu of\*

Imperial House, Victoria Street, Grimsby,  
South Humberside, DN31 1ET.

where it was previously kept

\*delete as appropriate

Signed

*D. Hall*

[Director] [Secretary]†

Date 15. 8.83.

Presenter's name, address and reference (if any):

B. Taylor,  
Clifton House,  
Goldington Road,  
Bedford,  
MK40 3NF.Printed and supplied by:-  
Jordan & Sons Limited Company Formation and Information Services, Stationers and Publishers,  
Jordan House, 47 Brunswick Place, London N1 6EE. Telephone: 01-253 3030 Telex: 261010For official use  
General section

Post room



G

COMPANIES FORM No. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period

225(1)

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

11419

238567

Name of company

\* ROSS SEAFOODS (INTERNATIONAL) LIMITED

\* Insert full name of company

Note  
Please read notes 1 to 6 overleaf before completing this form

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

3 0 0 9

† delete as appropriate

The current accounting reference period of the company is to be treated as [shortened][extended]† and [~~is to be treated as having come to an end~~](will come to an end)† on

Day Month Year

3 0 0 9 1 9 8 6

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of \_\_\_\_\_

\_\_\_\_\_, company number \_\_\_\_\_  
the accounting reference date of which is \_\_\_\_\_

Signed

[Director][Secretary]† Date 4.8.86

PRINTED AND SUPPLIED BY

Jordans

JORDAN & BOWEN LTD  
JORDAN HOUSE  
BRIDGEMAN PLACE  
LONDON W1V 7EY  
TEL 01-930 01 753 3030  
TELEX 94 1010



Presenter's name address and reference (if any):

Imperial Foods Ltd  
Clifton House  
Goldington Road  
Bedford MK40 3NF

For official Use  
General Section

Post room



**G**

## COMPANIES FORM No. 353

**Notice of place where register of members is kept or of any change in that place**

Note: This notice is not required where the register is and has, since 1 July 1948, always been kept at the Registered Office

**353**

Please do not  
write in  
this margin

Pursuant to section 353 of the Companies Act 1985

Please complete  
legibly, preferably  
in block type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

[151]

238567

Name of company

\* ROSS SEAFOODS (INTERNATIONAL) LIMITED

\* Insert full name  
of company

gives notice that the register of members is [now] kept at:

C/O IMPERIAL FOODS LIMITED, STEWARTBY, BEDFORD

Postcode MK43 9LZ

† delete as  
appropriate

Signed

[Director][Secretary]† Date 10.10.1986

PRINTED AND SUPPLIED BY

**Jordans**

JORDAN & SONS LIMITED  
JORDAN HOUSE  
DRUMWICK PLACE  
LONDON W1 6EE  
TELEPHONE 01 843 3030  
TELEX 16010



Presenter's name address and  
reference (if any):

Imperial Foods Ltd  
Stewartby  
Bedford MK43 9LZ

For official Use  
General Section

Post room



**G**

COMPANIES FORM No. 353

**Notice of place where register of members is kept or of any change in that place****353**

Note: This notice is not required where the register is and has, since 1 July 1948, always been kept at the Registered Office

Please do not  
write in  
this margin

Pursuant to section 353 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

11514

239567

Name of company

\* ROSS SEAFOODS (INTERNATIONAL) LIMITED

\* Insert full name  
of company

gives notice that the register of members is (now) kept at:

C/O IMPERIAL FOODS LIMITED, 22A STEWARTBY WAY, STEWARTBY,  
BEDFORD

Postcode MK43 9LE

† delete as  
appropriate

Signed

*J. S. S. Mammock*

[Director][Secretary]† Date 17 NOV 1985

PRINTED AND  
**Jordans**  
JORDAN & BONE LIMITED  
JORDAN HOUSE  
BRUNSWICK PLACE  
LONDON W1R 3EE  
TELEPHONE 01 343 3030  
TELEX 291010



Presenter's name address and  
reference (if any):

Imperial Foods Limited  
22a Stewartby Way,  
Stewartby,  
Bedford MK43 9LE

For official Use  
General Section

Post room



Company No. 238567

ACCEPT UNSTAMPED &

NE/CN 38812

SIGNED

DATE

14/6

COND 912

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

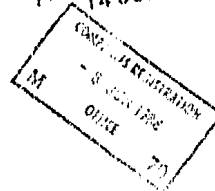
ROSS SEAFOODS (INTERNATIONAL) LIMITED

Passed on the 25th May 1988

At an EXTRAORDINARY GENERAL MEETING of the above named Company, duly convened and held at Stewartby, Bedfordshire, the following Resolution was passed as a Special Resolution, namely:-

"That the name of the Company be changed to  
Imperial Seafoods Limited".

R R G NORTH  
CHAIRMAN



8

7

8

8

FILE COPY



CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME

No. 238567

I hereby certify that

ROSS SEAFOODS (INTERNATIONAL) LIMITED

having by special resolution changed its name,  
is now incorporated under the name of

IMPERIAL SEAFOODS LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 22 JUNE 1988

*A. M. Evans.*  
A. M. EVANS

an authorised officer

238567.  
THE COMPANIES ACTS 1908 to 1985

---

COMPANY LIMITED BY SHARES

---

---

MEMORANDUM  
(As Amended)

and

NEW

ARTICLES OF ASSOCIATION  
(Adopted 8th March 1965)  
of

IMPERIAL SEAFOODS LIMITED

---

Incorporated the 10th day of April 1929

Registered Number 238567

Updated to Include Special Resolutions Passed:-

- i) 8th March 1965
  - ii) 7th December 1965
  - iii) 25th June 1973
  - iv) 25th May 1988
- 





CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME

No. 238567

I hereby certify that

ROSS SEAFOODS (INTERNATIONAL) LIMITED

having by special resolution changed its name,  
is now incorporated under the name of

IMPERIAL SEAFOODS LIMITED

Given under my hand at the Companies Registration Office,  
Cardiff the 22 JUNE 1988

*A. M. Evans.*  
A. M. EVANS

an authorised officer





CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME

No. 239557

I hereby certify that

RINOVIA AGENCY LIMITED

having by special resolution and with the approval of the Secretary of State changed  
its name, is now incorporated under the name of

ROSS SEAFOODS (INTERNATIONAL) LIMITED

Given under my hand at London the 6TH AUGUST 1973

*M. J. Taylor*  
H. TAYLOR  
Assistant Registrar of Companies

No. 233567



## Certificate of Incorporation on Change of Name

Whereas

RINOVIA STEAM FISHING COMPANY, LIMITED

was incorporated as a limited company under the  
COMPANIES ACTS, 1908 TO 1917,  
on the TENTH DAY OF APRIL, 1929

And Whereas by special resolution of the Company and with the  
approval of the Board of Trade it has changed its name.

Now therefore I hereby certify that the Company is a limited  
company incorporated under the name of

RINOVIA AGENCY LIMITED

Given under my hand at London, this THIRTEENTH DAY OF DECEMBER  
ONE THOUSAND NINE HUNDRED AND SIXTY FIVE.

*J. S. Whistfield.*  
Assistant Registrar of Companies.

I Hereby Certify, That

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is Limited.

Given under my hand at London this tenth day of April One

Thousand Nine Hundred and . . . twenty-nine.

*Registrar of Joint Stock Companies.*

Company No. 238567

THE COMPANIES ACT 1985

-----  
COMPANY LIMITED BY SHARES  
-----

SPECIAL RESOLUTION

of

ROSS SEAFOODS (INTERNATIONAL) LIMITED

-----  
Passed on the 25th May 1988  
-----

At an EXTRAORDINARY GENERAL MEETING of the above named Company,  
duly convened and held at Stewartby, Bedfordshire, the following  
Resolution was passed as a Special Resolution, namely:-

"That the name of the Company be changed to  
Imperial Seafoods Limited".

.....  .....  
R R G NORTH  
CHAIRMAN

Company No. 238567

"The Companies Act, 1948"

---

COMPANY LIMITED BY SHARES

---

(Copy)

S P E C I A L   R E S O L U T I O N

o f

R I N O V J A   A G E N C Y   L I M I T E D

---

Passed the 25th day of June, 1973

---

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held at 1, Lygon Place, Ebury Street, London, S.W.1. on the 25th day of June, 1973 the following Special Resolution was duly passed:-

"That the name of the Company be changed to

ROSS SEAFOODS (INTERNATIONAL) LIMITED."

A.M. DAVIES.  
CHAIRMAN.

No. of Certificate: 238567

"The Companies Act, 1948"

COMPANY LIMITED BY SHARES

(Copy)

SPECIAL RESOLUTION

(Pursuant to the Companies Act, 1948 Section 18)

of

RINOVIA STEAM FISHING COMPANY, LIMITED

Passed 7th December, 1965

At an Extraordinary General Meeting of the Company duly convened and held on the 7th December, 1965, at Ross House, Grimsby the following SPECIAL RESOLUTION was duly passed.

"That the name of the Company be changed to

RINOVIA AGENCY LIMITED"

J. M. T. ROSS

Chairman.

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 1900 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 situated 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 paste, 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, iron 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, saucos, 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, gelatins, glucoses, sterilizers, 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 merchandize 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, chromo-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 employee 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, Weelaby Road, Grimsby Company Director	One
HENRY ATKINSON Hazelmore, 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 1900 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 notice 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.

**G**

## COMPANIES FORM No. 353

**Notice of place where register of members is kept or of any change in that place****353**

Note: This notice is not required where the register is and has, since 1 July 1948, always been kept at the Registered Office

Please do not write in this margin

Pursuant to section 353 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

238567

Name of company

\* IMPERIAL SEAFOODS LIMITED

\* Insert full name of company

gives notice that the register of members is (now) kept at:

13th Floor, Southgate House, Stevenage, Herts

Postcode SG1 1HG

† Insert Director, Secretary, Administrator, Administrative Receiver or Receiver (Scotland) as appropriate

Signed

Designation†

Director Date

03.01.1990

PRINTED AND SUPPLIED BY

**Jordans**

JORDAN & SONS LIMITED  
21 ST. THOMAS STREET  
BRISTOL BS1 6JS  
TELEPHONE 0272 234445  
TELEX 449119 J&S G 0272 234445  
TELEGRAMS JORDAN  
TELEGRAMS GOLDEN GLOBE



Presenter's name address and reference (if any):

IMPERIAL FOODS LTD  
13th Floor  
Southgate House  
Stevenage  
Herts  
SG1 1HG

For official Use

General Section

Post room

COMPANIES HOUSE

10 JAN 1990

M

17

238567

IMPERIAL SEAFOODS LIMITED

Minutes of a Meeting of the Directors held at  
Southgate House, Stevenage, Herts on 12 November 1990

---

PRESENT: R Jordan (In the Chair)  
D V Aisbett (Secretary)

1. Directors and Secretary

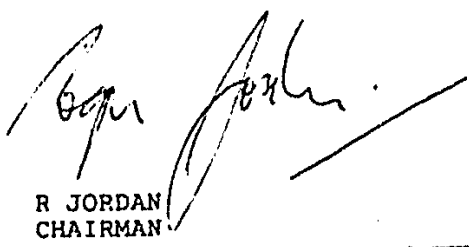
There was produced to the meeting the resignation of Mr D V Aisbett as director and secretary of Imperial Foods Limited, its subsidiaries and associated companies. The said resignation being effective from close of business on 16 November 1990.

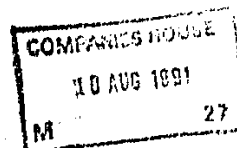
It was resolved that Mr D S Moffatt be appointed as director and secretary in his place with effect from the same date.

2. The following resolution was passed a Special Resolution:

"That, the Company having satisfied the provisions of Section 252 of the Companies Act 1985 relating to dormant companies, the Company be exempt from the obligation to appoint auditors as otherwise required by Section 384 of the Act".

3. There being no further business the meeting then closed.

  
R JORDAN  
CHAIRMAN



2 1,256 7

# IMPERIAL SEAFOODS LIMITED

Minutes of the General Meeting of the above Company held at 13th Floor,  
Southgate House, Stevenage Herts on September 8, 1992.

Present: R Jordan (as Director and  
representing Imperial Foods Ltd)

D S Moffatt (as Director and Secretary and  
representing Trawlers Grimsby Ltd)

## 1 NOTICE

The notice of the meeting was taken as read.

## 2. ELECTIVE RESOLUTION

IT WAS RESOLVED that pursuant to Section 379A of the Companies Act 1985 (as amended by the Companies Act 1989) ("The Act"), the company shall henceforth unless and until this resolution shall be revoked:-

- a) Apply the provisions of Section 80A of the Act instead of the provisions of Section 80 (4) and (5) of the Act, in relation to the giving or renewal, after the passing of this resolution, of any authority under that section;
- b) Dispense with the laying of accounts and reports before the company in general meeting for the purposes of Section 252 of the Act;
- c) Dispense with the holding of Annual General Meeting for the purposes of Section 366A of the Act, and
- d) Dispense with the obligation to appoint auditors annually for the purposes of Section 386 of the Act, whenever applicable.

## 3. CLOSURE

There being no further business the Chairman declared the meeting closed.

  
R Jordan  
CHAIRMAN

