Registered number: 2921283 "A"

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

SALMON HARVESTER PROPERTIES LIMITED

(Adopted pursuant to a special resolution passed on 26th July 2021)

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Company No: SC122333 "A"

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1. PRELIMINARY

1.1 In these articles "**Table A**" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) in force at the date of adoption of these articles.

1.2 These regulations and the regulations contained in Table A will apply to the Company as its articles of association ("Articles"), except that Table A will not apply to the extent that its regulations are excluded, inconsistent with, or modified by the provisions of these regulations.

1.3 The regulations of Table A numbered 3, 24, 30, 40, 41, 50, 58, 64 to 69 (inclusive), 72 to 80 (inclusive) 87, and 95 will not apply to the Company.

2. INTERPRETATION

2.1 Any reference in these Articles to an enactment is to be construed as a reference to that enactment as amended or extended by or under any other enactment on or before the date of adoption of these Articles.

2.2 Regulation 1 of Table A as it applies to the Company is to be read and construed as if between the words "regulations" and ""the Act"" in the first sentence the words "and in any Articles adopting the same in whole or in part" had been inserted. References in Table A and in these regulations to "the Act" (except for references to specific provisions of the Companies Act 1985) are references to "the Acts", and that term means the Companies Act 1985 and the Companies Act 1989.

2.3 In these Articles "**directors**" means directors from time to time of the Company, and "**register**" means the Company's register of members.

2.4 The table of contents and headings to these Articles are for convenience only.

3. CAPITAL

3.1 In accordance with paragraph 42(2) of schedule 2 to the Companies Act 2006 (Commencement No.8, Transitional Provisions and Savings Order 2008, the provisions of clause 5 of the Company's Memorandum of Association setting out the Company's Authorised Share Capital (as increased by Special Resolutions dated 4 May 1994, 6 December 1999 and 12 December 2006) (and which are deemed under section 28 of the Companies Act 2006 to be provisions of the Company's articles) are revoked and that clause is deleted in its entirety so that those provisions shall no longer apply to the Company. At the date of adoption of these Articles the Company's issued share capital is £4,806.00 divided into 240,300 "A" ordinary shares of 1p each (""**"A" Shares**") and 240,300 "B" ordinary shares of 1p each (""**"B" Shares** The "A" Shares and the "B" Shares are together referred to as the "Ordinary Shares".

3.2 Until such time as there are any "A" Shares in issue, notwithstanding any other provision of these Articles the "A" Sharesand the "B" Shares are to be treated as one class of shares ranking *pari passu* in all respects.

3.3 Except as expressly provided elsewhere in these Articles, the "A" Shares and the "B" Shares are to be treated as one class of shares ranking *pari passu* in all respects.

4. PRIVATE COMPANY

The Company is a private limited company, and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

5. DIRECTORS' AUTHORITY TO ALLOT SHARES

The directors are authorised for the purposes of section 80 of the Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company for the time being, and the directors may allot (with or without conferring a right of renunciation), grant options over, or otherwise dispose of such shares to such persons on such terms and in such manner as they think fit, provided that:-

5.1 except as provided in article 5.2, the authority given in this article 5 to the directors to exercise the power of the Company to allot shares will expire five years after the date of adoption of these Articles;

5.2 the Company in general meeting may by ordinary resolution:-

5.2.1 renew this authority (whether or not it has been previously renewed) for a period not exceeding five years, and such resolution must state (or restate) the amount of shares which may be allotted under such authority or renewed authority or, as the case may be, the amount remaining to be allotted under it, and must specify the date on which the authority or renewed authority will expire;

5.2.2 revoke or vary any such authority (or renewed authority);

5.3 notwithstanding the provisions of articles 5.1 and 5.2, while such authority is in force the Company may make an offer or agreement which would, or might, require shares to be allotted after such authority has expired, and in pursuance

of such an offer or agreement the directors may allot shares notwithstanding that such authority or renewed authority has expired.

6. ALLOTMENTS OF SHARES AND PRE-EMPTION RIGHTS

6.1 The pre-emption provisions of sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to any allotment of the Company's equity securities (as defined in section 94(2) of the Act).

6.2 No allotment or issue of any shares may be made other than *pro rata* to the holding of each class of shares at that time.

7. LIEN

The lien conferred by regulation 8 of Table A will attach to fully paid shares, and to all shares registered in the name of any person indebted or under any liability to the Company (present, future, actual, contingent, or subject to a condition), whether he is the sole registered holder of them, or one of two or more joint holders, and will extend to all moneys payable by him (or his estate) to the Company from time to time.

8. TRANSFERS OF SHARES: GENERALLY

8.1 Notwithstanding anything else contained in these Articles, no share may be issued or transferred to any infant, bankrupt or person of unsound mind.

8.2 The directors must refuse to register the transfer of any share which is prohibited under article 8.1. The directors must also refuse to register the transfer of any share unless the transfer is permitted by, or is made pursuant to, and in accordance with, this or either of the next two succeeding articles, when (subject to article 7) they must approve registration of such a transfer.

8.3 No transfer of any share in the capital of the Company may be registered without the previous sanction of the directors.

8.4 Any person becoming entitled by operation of law to a share in consequence of the liquidation of a corporate member of the Company may, upon such evidence being produced as may from time to time properly be required by the directors, require the liquidator to be registered as the transferee of that share.

8.5 The transferor of any share will be deemed to remain a holder of that share until the name of the transferee is entered in the register in respect of the share transferred.

8.6 The directors may require the transferor, or the person named as the transferee in any transfer of a share lodged for registration, to furnish the Company with such information and evidence as the directors may think necessary or relevant. If such information or evidence is not furnished to the satisfaction of the directors within a period of twenty-eight days after any such request, the directors will be entitled to refuse to register the transfer in question.

9. PERMITTED TRANSFERS

9.1 Subject to article 8.1, if at any time there is only one member of the Company he may at any time transfer all or any of his shares in the Company to another

person without restriction, but this freedom will end as soon as he has executed and unconditionally delivered any instrument of transfer of any of his shares, and if he purports to execute and unconditionally deliver more than one such instrument simultaneously, none of the purported transfers will take effect or be recognised by the Company.

9.2 Any member being a company (which in this article 9 includes any body corporate) may at any time transfer all or any shares held by it to a member of the same group. In this article 9 the "same group" comprises the transferor, its holding company from time to time, and all other subsidiaries of that holding company from time to time.

9.3 Where shares have been transferred in reliance only on article 9.2 (whether directly or by a series of transfers) from a company (the "transferor company") to a member of the same group (the "transferee company"), and either the transferee company subsequently ceases to be a member of the same group as the transferor company, or the transferor company, having divested itself of all, or substantially all, of its assets, apart from its shares in the Company, ceases to be a member of the same group, the transferee company or the transferor company must forthwith transfer the relevant shares to another member of the same group (the test for which will be applied as if the relevant company had not left the group). Failure so to transfer such shares within twenty-eight days of the relevant event will result in a Transfer Notice (as defined in article 10.2) having been deemed to have been given in respect of each of the relevant shares at the time of the relevant event at a price equal to the lower of the par value of each share and a price per share which will be the Fair Value determined in accordance with article 10.4 by a firm of independent accountants appointed by the directors.

9.4 A member or his personal representatives may at any time transfer all or any of his shares:-

9.4.1 to any other member holding shares of the same class;

9.4.2 in the case of a member being a nominee, to the person who is their beneficial owner, or to a person to whom the beneficial owner, if he were registered as the holder, would have been entitled to transfer his shares in accordance with this article 9, but this provision will not apply in circumstances where the beneficial ownership of the share in question became vested in the beneficial owner in contravention of any of the provisions of these Articles; or

9.4.3 to any person with the prior written consent of all the other members.

9.5 Except as provided in article 9.4.2, a transfer of any share pursuant to this article 9 will only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share free from all liens, charges and other encumbrances.

9.6 If the personal representatives of a deceased member are permitted under these Articles to become registered as the holders of any of the deceased member's shares and elect to do so, the shares may at any time be transferred by those personal representatives to any person to whom, under this article 9, they could have been transferred by the deceased member if he had remained

the holder of them, but no other transfer of the shares by the personal representatives will be permitted under this article 9.

10. TRANSFERS OF SHARES: PRE-EMPTION RIGHTS

10.1 Except in the circumstances set out in article 9, any member who wishes to transfer the legal or beneficial ownership of any shares of any class in the capital of the Company (the "Vendor") may not dispose (whether by sale, declaration of trust, option or otherwise) of any such shares, or any interest in them, until the provisions contained in this article 10 have been complied with.

10.2 A Vendor (which in this article 10 means, in relation to the joint holders of a share, the member whose name stands first in the register relating to the share, jointly for all such holders) must give notice to the Company of his intention to transfer shares in the Company ("Transfer Notice") specifying the shares concerned ("Sale Shares") and the price per share at which the Vendor is willing to transfer them ("Specified Price"). If no price is specified in the Transfer Notice the Vendor will be deemed to have specified the Fair Value (as defined in article 10.4) as the price at which he is willing to sell each of the Sale Shares.

10.3 Each Transfer Notice must appoint, or if it does not do so (or is itself a deemed Transfer Notice) will be deemed to appoint, the Company to be the Vendor's agent for the sale of the Sale Shares to the other members at a price per share ("Sale Price") which will be the Specified Price or, if none, the Fair Value, or if there is a Specified Price and a valuation is obtained as required under article 10.7, the lesser of the Specified Price and the Fair Value, and the Company will then send every member a copy of each Transfer Notice forthwith on receipt, and in the case of a deemed Transfer Notice the same particulars of the deemed Transfer Notice will be sent immediately the directors become aware of the relevant details for that deemed Transfer Notice.

10.4 If no price is specified in the Transfer Notice, within fourteen days of receipt of the Transfer Notice the Company will refer to a firm of independent chartered accountants (to be chosen by agreement between the Vendor and the Company within that time, or, failing such agreement, by the President for the time being of the Institute of Chartered Accountants in England and Wales (at the instance of either party) ("Independent Accountants")) for a certificate of what in the Independent Accountants' opinion is the fair value ("Fair Value") per share of the Sale Shares as between a willing vendor and a willing purchaser. The Fair Value so certified will be final and binding on all affected persons. The Independent Accountants will arrive at the Fair Value of an "A" Share or a "B" Share by dividing (a) the Company's net asset value (which they will determine as they think fit) at the date of their report, by (b) the total number of "A" Shares and "B" Shares then in issue, and the Independent Accountants will have no regard to the percentage which the Sale Shares comprise of the whole of the issued share capital of the Company, nor of any different classes of Sale Shares. In so acting the Independent Accountants will be considered to be acting as experts and not arbitrators, and accordingly the Arbitration Acts 1950 to 1979 will not apply. The costs of the Independent Accountants' report will be borne as the Independent Accountants may direct. The Company will endeavour to procure that the Independent Accountants' report on the Fair Value is available within fourteen days of the matter being referred to them, and on receipt of their certificate the Company will immediately give notice of the Fair Value to all the shareholders of the Company.

10.5 Within fourteen days after receipt of the Transfer Notice containing a Specified Price, or within fourteen days of receipt of the Independent Accountants' certificate, as appropriate, subject to revocation of the Transfer Notice as provided below, the Company will offer the Sale Shares to the holders of the same class of shares as the Sale Shares (other than the Vendor) in proportion as nearly as the circumstances will admit to the number of shares of such class held by them respectively (ignoring the Sale Shares). Each such offer must state that the offer is subject to revocation as provided below, and must specify the number and class of shares offered, the Sale Price, and the time (not being less than twenty-eight days from the date of the notice) during which the offer, if not accepted by notice to the Company, will be deemed to have been declined, and must notify members that any member who desires to purchase shares in addition to his initial proportion must in his reply state how many additional shares he desires to purchase at the Sale Price, and if any members do not accept their initial proportions in full, the unaccepted shares will be used in satisfying the claims by holders of that class of shares for additional shares. The unaccepted shares will be distributed amongst members of the same class who have expressed a wish to purchase them as nearly as may be in proportion to their respective initial holdings of shares of the same class (ignoring the Sale Shares), but no member will be bound to take more additional shares than those he has offered to purchase. The Company will offer to such members any shares which cannot be offered (without giving rise to fractions) upon the same terms and in such proportions as may be determined by lots to be drawn by the directors.

10.6 If the Company does not receive acceptances (whether or not in response to a member's *pro rata* entitlement or by way of application for additional shares) in respect of all or any of the Sale Shares, subject to revocation of the Transfer Notice as provided below, the Company will offer the Sale Shares to the holders of shares of any different class to the Sale Shares (except the Vendor) in proportion as nearly as the circumstances will permit to the number of shares of that class held by them respectively (but ignoring the shares of that class held by the Vendor), and in the same manner, *mutatis mutandis*, as provided in article 10.5, except that the additional period of time to be allowed for acceptance will be fourteen, not twenty-eight, days as stated in article 10.5.

10.7 Within fourteen days of receipt of a Transfer Notice indicating a Specified Price, any member may by notice to the Company require it to instruct a firm of Independent Accountants to certify the Fair Value of the Sale Shares (determined as set out in article 10.4) if a Fair Value has not been, or is not otherwise being, ascertained in respect of the Sale Shares. The Company will forthwith give notice to all other members that this has occurred. On receipt of a certificate of Fair Value in such circumstances (which will be final and binding on all affected persons) the Company will immediately give notice of the Fair Value to the Vendor and to each of the other shareholders in the Company.

10.8 If the Fair Value determined under article 10.4 or article 10.7 is not acceptable to the Vendor, he may by notice to the Company within seven days of being notified of the Fair Value revoke the Transfer Notice when the Company will forthwith give notice of such revocation to all the other members.

10.9 If no notice of revocation under article 10.8 is given, the period allowed for acceptance of offers under articles 10.5 and 10.6 will begin to run again from the date of notification to the members of the Fair Value under article 10.4 or article 10.7.

10.10 If the Company does not receive acceptances (whether in response to a member's *pro rata* entitlement or by way of application for additional shares) in respect of all the Sale Shares it will notify the Vendor accordingly, and he may revoke the Transfer Notice by notice to the Company within seven days of being so notified. Otherwise a Transfer Notice is irrevocable. If a Transfer Notice is revoked for any reason no further Transfer Notice may be given by the revoking Vendor in respect of any of his shares in the Company within one year from the date of revocation.

10.11 If the Company receives acceptances in respect of none of the Sale Shares, or receives acceptances in respect of some only of the Sale Shares, it will notify the Vendor, and if the Transfer Notice is not revoked by the Vendor he will be at liberty within ninety days thereafter to transfer all or any of the unaccepted Sale Shares to any person or persons at a price per share which may not be less than the Sale Price.

10.12 If the Company receives acceptances in respect of all or some only of the Sale Shares, and no revocation of the Transfer Notice as is mentioned in articles 10.8 or 10.10 takes place, it will notify the Vendor, and he will thereupon become bound, on payment of the Sale Price, to transfer the accepted Sale Shares to the member or members who have accepted them, and if in any case the Vendor, having become so bound, does not transfer those shares within seven days of being so notified, the Company may receive the sale proceeds, and one of the Company's directors may execute instruments of transfer of those of the Sale Shares concerned as attorney for the Vendor, and in the name of the Vendor or otherwise, in favour of the relevant transferees, and the Company will cause the names of the relevant transferees to be entered in the register as the holders of the shares sold, and the Company will hold the sale proceeds in trust for the Vendor. The receipt of the Company for the sale proceeds will be a good discharge to any such transferees, who will not be concerned as to the application of the sale proceeds.

10.13 On the bankruptcy of any member being an individual, or on the liquidation (voluntary or otherwise) of any member being a corporation, or on any member being an individual and being a director of, or employed by, the Company ceasing for any reason to be a director of the Company or being so employed, that member will be deemed to have given, immediately prior to such bankruptcy, liquidation or ceasing to be a director or employee (as the case may be), a Transfer Notice in respect of all shares registered in the name of that member (whether alone or jointly with any other person), or held for the benefit of that person by trustees or nominees, unless the provisions of this paragraph of this article 10 have been waived in writing in any particular case by all the holders of Ordinary Shares under article 15. Despite articles 10.8 and 10.10, any deemed Transfer Notice (including a deemed transfer under article 9.3) will be irrevocable, and article 10.11 will not apply in such circumstances. The time limits for the various matters set out in this article 10 will not begin to run in respect of any deemed Transfer Notice under these Articles until the directors become aware, or ought to have become aware, of the deemed Transfer Notice having been given. For the purposes of this provision "ceasing to be employed" will be the earlier of notice being given to terminate employment, and actual termination of employment.

11. NO USE OF SHARES AS COLLATERAL

No member of the Company, or any other person entitled in any way to any share in the Company (whether legally, beneficially or otherwise), may charge or pledge any such shares, or create any lien, fixed or floating charge, assignment, hypothecation, security, interest, trust arrangement, or any other arrangement or agreement the effect of which is the creation of security (or permit any of the foregoing to subsist) over or in respect of any such share, but if a member nevertheless does any of the foregoing and any person other than the member who carried out the action (or omitted to carry out an action) which breached the terms of this article claims to be entitled to be registered as a member of the Company or to exercise any other rights of membership in respect of the affected share, then, notwithstanding any other provisions of these Articles, the Directors shall refuse to register any transfer of that share to that person. In addition, if the Directors have reasonable cause to believe that the provisions of this article have been contravened, they may in their absolute discretion and without the need to give any reasons for their decision, refuse to register a transfer of any share in the Company in respect of which they believe that the contravention has occurred. The Company may not recognise the right of any purported transferee or successor in title to any share, or to exercise any rights of membership attaching to ownership of that share, in any instance where the Directors refuse to register the transfer of a share under this article (or they decide that they would have so refused had a transfer of the share been presented to them).

12. CLASS RIGHTS - MEETINGS AND CONSENTS

12.1 Whether or not the Company is being wound up, the rights attached to any class of share (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of two-thirds of the issued shares of that class, or with the sanction of a resolution passed at a separate general meeting of the holders of the shares of that class by a majority of three-fourths of the votes cast at the separate meeting.

12.2 The amendment of these Articles, the adoption of articles in lieu of them, or any resolution inconsistent with these Articles will be deemed in any such case to be a variation of the class rights attaching to the "A" Shares and the "B" Shares respectively, and will accordingly require approval as provided in article 12.1.

12.3 The provisions of these Articles relating to general meetings apply to every separate class meeting, but the necessary quorum at any such meeting will be a person or persons holding or representing by proxy more than half of the issued shares of the class, and any holder of shares of the class present in person or by proxy may demand a poll.

13. ADDITIONAL PROVISIONS ABOUT VOTING

13.1 No member is entitled to vote at any general meeting or class meeting unless all calls or other sums presently payable by him in respect of his shares in the Company have been paid.

13.2 If at any meeting any holder of any "A" Shares is not present in person or by proxy the votes exercisable on a poll in respect of the "A" Shares held by members present in person or by proxy will be *pro tanto* increased so that such "A" Shares together entitle the members of that class who are present to the

same aggregate number of votes as could be cast in respect of all the "A" Shares if all the holders of them were present.

13.3 If at any meeting any holder of any "B" Shares is not present in person or by proxy the votes exercisable on a poll in respect of the "B" Shares held by members present in person or by proxy will be *pro tanto* increased so that such "B" Shares together entitle the members of that class who are present to the same aggregate number of votes as could be cast in respect of all the "B" Shares if all the holders of them were present.

13.4 A resolution of the Company (but not a resolution of any separate class meeting) will not be validly passed unless at least one holder of "A" Shares and at least one holder of "B" Shares votes in favour of it.

14. BEING, OR BECOMING, INQUORATE AT GENERAL MEETINGS

If within fifteen minutes from the time appointed for a members' meeting a quorum is not present, or if at any time during the meeting it ceases to be quorate, the meeting, if convened on the requisition of members, will be deemed dissolved, but any business validly transacted at the meeting before it is dissolved will not thereby be invalidated. In any other case the meeting will stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the chairman of the meeting may in his absolute discretion determine, and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, it will be deemed dissolved.

15. ADJOURNED MEETINGS

It is not necessary to give any notice of an adjourned meeting, and regulation 45 of Table A as it applies to the Company is to be read and construed as if the last two sentences had been omitted from it.

16. WRITTEN RESOLUTIONS

16.1 In regulation 53 of Table A as it applies to the Company:-

16.1.1 references to "general meetings" are deemed to include references to separate meetings of the holders of any classes of shares in the Company which may exist from time to time; and

16.1.2 "writing" is deemed to include facsimile transmissions, telex, cable, telegrams and all other methods of reproducing or communicating in visible and permanent form.

16.2 A corporate member may sign any resolution pursuant to regulation 53 of Table A by any director, secretary or other officer of that corporation purporting to be duly authorised in that behalf, which will not be questioned by the Company (except where fraud is suspected).

17. PROXIES

A proxy is entitled to vote on a show of hands and regulation 54 of Table A as it applies to the Company shall be interpreted accordingly.

18. NUMBER OF DIRECTORS

18.1 The minimum number of Directors is to be four and the maximum number of Directors is to be five, of whom:

18.1.1 where there are only four directors, at least two must be "A" Directors and two must be "B" Directors; but

18.1.2 where there are five directors, at least three must be "A" Directors and two must be "B" Directors.

18.2 Not used.

18.3 The holders from time to time of a majority of the "A" Shares giving the right to attend and vote at general meetings may, either at a separate class meeting or by written resolution, appoint new "A" Directors, either to fill casual vacancies or to increase the number of "A" Directors to the maximum permitted from time to time, and may determine the executive functions to be assigned to the "A" Directors. The "A" Shareholders may at any time remove an "A" Director from office in the same manner as an appointment is to be made.

18.4 The provisions of article 18.3 apply *mutatis mutandis* to the appointment to, and removal from, the office of "B" Directors by "B" Shareholders.

18.5 This article 18 may only be amended (including deletion) with the consent in writing of all the "A" Shareholders and "B" Shareholders, which consents must be tabled at the general meeting at which any such amendment is to be considered, or attached to any written resolution of all the members which effects the amendment.

19. QUORUM FOR DIRECTORS' MEETINGS

The quorum for any meeting of the directors is one "A" Director and one "B" Director or their alternates, and regulation 90 of Table A applies to the Company with the omission of the phrase "of filling vacancies or".

20. NO AGE RESTRICTION FOR DIRECTORS

No one is incapable of being appointed a director by reason only of having attained the age of seventy or any other age, nor will any special notice be required in connection with the appointment, or the approval of the appointment, of such a person, and no director must vacate his office at any time by reason only of the fact that he has attained the age of seventy or any other age.

21. ALTERNATE DIRECTORS

21.1 Any director (apart from an alternate director) may by writing under his hand appoint (1) any other director, or (2) any other person who is approved by the board of directors (as provided below) to be his alternate, and (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) every alternate is entitled to receive notice of all meetings of the directors and, in the absence of the director appointing him, to attend and vote at meetings of the directors, and to exercise all the powers,

rights, duties and authorities of the director appointing him (for the avoidance of doubt, in the case of any appointment by the chairman, including the exercise of his rights as such).

21.2 No appointment of a person as an alternate director (except a director) will be operative unless and until the approval of the board of directors, by a majority consisting of not less than three-fifths of the whole board, has been given and entered in the directors' minute book, but no appointment of an alternate director of an "A" Director (except the appointment of another director as aforesaid) will be operative unless at least one "B" Director is included in the majority of the Board which approves the appointment. A director may at any time revoke the appointment of an alternate director appointed by him (which will be effective when notified to the secretary) and, subject to such approval as aforesaid, appoint another person in his place. If a director dies or ceases to hold the office of director, the appointment of his alternate will cease at the same time.

21.3 A director acting also as an alternate director will have an additional vote at meetings of directors for each director for whom he acts as alternate, and he will count for the purpose of determining whether a quorum is present once in his capacity as a director, and once for each director who is not present in person for whom he is the alternate.

21.4 Every person acting as an alternate director will be an officer of the Company, and will alone be responsible to the Company for his own acts and defaults, and he will not be deemed to be the agent of, or for, the director appointing him. The remuneration of an alternate director is payable out of his own resources by the director appointing him, as may be agreed between the alternate director and the director appointing him.

22. DIRECTORS NOT TO RETIRE BY ROTATION

The directors will not be subject to retirement by rotation and accordingly the final two sentences in regulation 79 of Table A do not apply to the Company.

23. EXECUTIVE DIRECTORS CEASING TO BE DIRECTORS

Without prejudice to any claim for damages for breach of any service contract between him and the Company, if a director who holds any executive office in the management of the business of the Company pursuant to regulation 84 of Table A ceases to hold the office of director from any cause, he will *ipso facto* immediately cease to hold such executive office. Whilst holding executive office a director is not entitled to resign as a director, and regulation 81(d) of Table A as it applies to the Company shall be interpreted accordingly.

24. DIRECTORS' REMUNERATION FOR EXTRA SERVICES

If any director is called upon to perform extra services, or to make special exertions in going or residing abroad, or otherwise for any of the purposes of the Company, the Company may remunerate the director so doing either by a fixed sum, by a percentage of profits, or otherwise as may be determined by a resolution passed at a meeting of the directors, and such remuneration may be either in addition to, or in substitution for, any other remuneration to which he may be entitled as a director.

25. DIRECTORS' INTERESTS IN CONTRACTS ETC. WITH THE COMPANY

Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, with the unanimous consent of his co-directors a director may vote as a director about any contract, transaction or arrangement in which he is interested, or upon any matter arising thereout, and if he votes his vote will be counted. He will in any event be reckoned in calculating a quorum when any such contract, transaction or arrangement is under consideration, and regulations 94 and 95 of Table A as they apply to the Company shall be interpreted accordingly. The following is deemed added to the end of regulation 98 of Table A as it applies to the Company: "If the question relates to the chairman of the meeting, it will be resolved by resolution of the other directors present at the meeting at which the question falls to be resolved, and if no agreement can be reached the question under consideration will be deemed decided in the manner least advantageous to the chairman".

26. VOTING AT DIRECTORS' MEETING

26.1 Each Director present in person at a meeting of the directors has one vote, but if an "A" Director is absent and not represented at the meeting by his alternate, the chairman (being an "A" Director), or his alternate, will have one additional vote for each "A" Director who is absent and not so represented, or if the chairman is absent and not so represented (being an "A" Director), one of the other "A" Directors (as they may agree to between them, or in default of agreement the "A" Director present in person whose name would appear first in an alphabetical list of the "A" Directors present) may exercise one additional vote for each "A" Director who is absent and not represented at the meeting by his alternate.

26.2 The voting rights for "A" Directors in article 26.1 (except for references to the Chairman) apply *mutatis mutandis* to "B" Directors.

27. DIRECTORS' RESOLUTIONS BY TELEPHONE ETC.

A resolution of the directors, including alternate directors, or of a committee of the directors, may be taken by means of a conference telephone (or by means of any other communication equipment) which allows all persons participating to hear each of the others at all material times. Any decision so arrived at will be deemed a decision of a meeting of the directors or a committee of the directors (as appropriate), and all of the provisions of these Articles relating to meetings of directors will apply, *mutatis mutandis*. A director or alternate director participating in such a decision will be deemed to be present in person, and will be entitled to vote or be counted in a quorum accordingly. Such a decision will be deemed to have been arrived at where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the proceedings was at the time.

28. CO-OPTION TO COMMITTEES OF THE DIRECTORS

The following is deemed added to the end of regulation 72 of Table A as it applies to the Company: "Unless the directors direct otherwise, any committee will have power to co-opt anyone who is not a director to that committee for any specific purpose.".

29. DIVIDENDS AND CAPITALISATION OF PROFITS

29.1 The directors may not pay dividends of different amounts to the holders of "A" Shares as a class and to holders of "B" Shares as a class. Any dividends or other distributions lawfully declared by the Company including on a winding up of the company or on any other return of capital, shall be such that the amount declared on the "A" Shares is always the same as the amount declared on a "B" Shares.

29.2 Regulation 102 of Table A applies to the Company as if it ended with the phrase "the respective rights of the members".

29.3 With the authority of an ordinary resolution the directors may resolve that any shares allotted pursuant to regulation 110 of Table A to any member in respect of a holding by him of partly paid shares will rank for dividends only to the extent that such partly paid shares rank for dividend, and may likewise revoke any such resolution by them.

30. PROVISION FOR EMPLOYEES

The Company may only exercise the power conferred upon it by section 719(1) of the Act with the prior sanction of a special resolution. If at any time the capital of the Company is divided into different classes of shares, the exercise of that power will be deemed to be a variation of the rights attached to each class of shares, and will accordingly require the express prior consent in writing of the holders of not less than three-fourths in nominal value of the issued shares of each class, or the prior sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of each class, convened and held in accordance with the provisions of the Act.

31. GOVERNING LAW

These Articles, and any disputes arising out of, or in connection, with them will be governed by English law as between each of the members of the Company from time to time on the one hand, and the other members of the Company from time on the other hand, as well as between the Company and each of the members of the Company from time to time.

32. REMAINING PROVISIONS ORIGINALLY LOCATED IN MEMORANDUM OF ASSOCIATION (AS AMENDED)

32.1 The name of the Company is Salmon Harvester Properties Limited;

32.2 The registered office of the Company is situated in England and Wales;

32.3 The liability of the members is limited.