

The Companies Act 1985
(As amended by the Companies Act 1989)
Private Company Limited by Shares
ARTICLES OF ASSOCIATION
of
HERON FOOD GROUP LIMITED
(Company Number: 04514523)

PRELIMINARY

- 1 (a) Subject as hereinafter provided the Regulations incorporated in Table A as set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826) and as otherwise amended prior to the adoption of these Articles and hereinafter called “Table A” shall apply to the Company.

(b) The Articles hereinafter contained, together with the Regulations incorporated in Table A subject to their exclusion or modification hereinafter expressed, shall constitute the Regulations of the Company.

INTERPRETATION

- 2 In Regulation 1 of Table A there shall be inserted before the words “office” and “secretary” the word “the” and between the words “regulations” and “the Act” the words “and in any regulations adopting in whole or in part the same”.

ALLOTMENT OF SHARES

- 3 (a) Subject to the provisions hereinafter expressed, 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 at the date hereof and the Directors may allot, grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit provided always that -

- (i) save as provided in sub-paragraph (ii) below, the authority hereby given to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of incorporation of the Company,
- (ii) the Members in General Meeting may by Ordinary Resolution -
 - (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years, but such Resolution shall comply with the Act,
 - (b) revoke or vary any such authority (or renewed authority),
- (iii) notwithstanding the aforementioned provisions of sub-paragraphs (i) and (ii) 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.

Any reference hereto to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

(b) In accordance with Section 91 of the Act, Sections 89(1), and 90(1) to (6) of the Act are excluded from applying to the Company. Any shares for the time being unissued shall be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions hereto allot, grant options over or otherwise dispose of the same to such persons, on such terms

and in such manner as they think most beneficial to the Company The Directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors effectually be offered in the manner aforesaid.

SHARES

- 4 (a) Subject to the Act, and to the Regulations of the Company, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise.
- (b) Regulation 35 of Table A shall not apply to the Company.
- (c) Subject to the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the shareholder, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise Regulation 3 of Table A shall be modified accordingly.
- (d) Subject to the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company.
- 5 The lien conferred by Regulation 8 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company but the Directors may at any time declare any shares to be wholly or in part exempt

from these provisions. The Company's lien, if any, on a share shall extend to all dividends payable thereon Regulation 8 of Table A shall be modified accordingly.

- 6 Notwithstanding anything contained in these Articles or the applicable Regulations in Table A, any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution (or any nominee or nominees of such bank or institution) or a subsidiary of a bank or financial institution or which are transferred in accordance with any provision of these Articles or the Regulations in Table A.

TRANSFER OF SHARES

- 7 (a) For the purposes of this Article 7, the following expressions shall have the following meanings

"family trust" a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of

(i) a Member and/or a privileged relation of that Member, and

(ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income from it when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities)

and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or the Member or the privileged relations of the Member.

"Member" any holder for the time being of shares in the capital of the Company of whatever class (save that, for the purposes of

paragraph (b) and (l) only, "Member" shall not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former Member in any case where the person concerned ceased to be a Member as the result of the creation of the relevant trust).

"privileged
relation"

for the purposes of paragraph (b) and (l) the husband, wife, widow, widower, child and remoter issue (including a child by adoption), step-child and their issue, parent (including adoptive parent), brother and sister (whether of the full or half blood and including a brother or sister related by adoption) and child and remoter issue of any such brother or sister (including a child by adoption).

- (b) The Directors shall, subject to paragraph (c) of this Article, register the transfer or, as the case may be, transmission of any shares
 - (i) to a privileged relation of a Member or deceased Member,
 - (ii) to any person or persons acting in the capacity of trustees of a trust which the Directors are satisfied is and will remain a family trust or, upon any change, to the new trustees (so that any such transfer shall be registered only if such shares are to be held upon the terms of the family trust),
 - (iii) by the trustees of a family trust to any person beneficially interested under it,
 - (iv) to the legal personal representatives of a deceased Member where under the provisions of his will or the laws as to intestacy the persons beneficially entitled to any such shares whether immediately or contingently, are privileged relations of the deceased Member, and by the legal personal representatives of a deceased Member to a privileged relation of the deceased Member.

- (c) The Directors may, in their absolute discretion and without assigning any reason for their decision, decline to register any transfer or transmission which would otherwise be permitted under this Article if it is a transfer -
 - (i) of a share on which the Company has a lien,
 - (ii) of a share (not being a fully paid share) to a person of whom they do not approve.
- (d) Notwithstanding anything contained in these Articles or the applicable Regulations in Table A:
 - (i) the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares; and
 - (ii) a holder of shares in the Company is not required to comply with any provision of these Articles or the applicable Regulations in Table A which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place,

where in any such case the transfer is or is to be:

- (i) in favour of any bank or institution (or any nominee or nominees of such bank or institution) to whom such shares (including any further shares in the Company acquired by reason of its holding of such shares) are being mortgaged or charged by way of security pursuant to a power of sale under such security;
- (ii) in favour of by a receiver or manager appointed by or on behalf of any such bank or institution (or any such nominee or nominees) under any such security; or
- (iii) to any such bank or institution (or any such nominee or nominees) pursuant to any such security.

- (e) The first sentence of Regulation 24 in Table A shall not apply to the Company.
- (f) Save where a transfer is made pursuant to paragraph (c) above any person (“the proposing transferor”) proposing to transfer any shares shall give notice in writing (“the transfer notice”) to the Company that he desires to transfer the shares and specifying the price per share which in his opinion constitutes fair value. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice first to the Company and secondly, if the Company does not decide in principle (pending agreement of fair value in accordance with the following provisions) to purchase the shares (out of its distributable profits or the proceeds of a fresh issue of shares in accordance with the Act) within 28 days of the date of receipt of the transfer notice by the Company (an “in principle purchase”), to any Member or Members willing to purchase them (“the purchasing Member”). In either case, the purchase shall be at the price specified in the transfer notice or at the fair value certified in accordance with paragraph (h) below (whichever is the lower). A transfer notice shall not be revocable except with the sanction of the Directors.
- (g) The shares comprised in any transfer notice shall be offered first to the Company as set out in paragraph (f) above and then to the Members (other than the proposing transferor) as nearly as may be in proportion to the nominal amount of shares held by them respectively. Such subsequent offer to the Members shall be made by notice in writing (“the offer notice”) either 28 days after fair value has been agreed in accordance with paragraph (h) below in circumstances where the Company first agreed to an in principle purchase but then was unable or unwilling to resolve within such 28 day period to proceed with the acquisition once fair value was certified or 28 days after expiry of the 28 day period referred to in paragraph (f) above (if the Company decides not to make an in principle purchase). The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty one days nor more

than forty two days after the date of the offer notice, provided that if a certificate of valuation is requested under paragraph (h) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph has been given by the Company to the Members or until the expiry of the period specified in the offer notice, whichever is the later For the purpose of this Article an offer shall be deemed to be accepted by the Company on the date it resolves to make the own share purchase or by the Members on the day on which the acceptance is received by the Company. An offer notice to the Members (if the Company decides not to purchase) shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and, if all the Members do not accept the offer in respect of their respective proportions in full, the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more shares than he has applied for If any shares are not capable without fractions of being offered to the Members in proportion to their existing holdings, they shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by drawing lots, and the lots shall be drawn in such manner as the Directors may think fit.

- (h) Any Director on behalf of the Company (if the Company has resolved to make an in principle purchase) or any Member (if the Company has decided not to make an in principle purchase) may, not later than eight days after either the date of such resolution to make an in principle purchase (in the case of the Company) or the date of the relevant offer notice (in the case of purchase by the Members), serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its registered office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice, and for the

purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to so certify the fair value and the costs of such valuation shall be apportioned among the proposing transferor and the Company or the purchasing Members (as the case may be) or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying fair value, the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

- (i) If the Company makes an in principle purchase which it resolves (within 28 days of the receipt by the Members of notice from the Company of the certified fair value as provided for in paragraph (h) above) to proceed with following agreement of fair value or, if not, if purchasing Members are found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (g) above, the Company shall, not later than seven days after the expiry of such appropriate period, give notice in writing ("the sale notice") to the proposing transferor specifying that either it is purchasing the shares or, if not, the purchasing Members, and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the Company or the purchasing Members, as appropriate.
- (j) If in any case the proposing transferor, after having become bound to transfer shares, makes default in transferring any shares, the Company may receive the purchase money on his behalf, and may authorise some

person to execute a transfer of such shares in favour of the Company or purchasing Member as the case may be. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member. The Company shall pay the purchase money into a separate bank account.

- (k) If the Company does not give a sale notice to the proposing transferor within the time specified in paragraph (i) above, he shall, during the period of thirty days following the expiry of the time so specified, be at liberty subject to paragraph (c) above, to transfer all or any of the shares comprised in the transfer notice to any person or persons, at an amount not less than fair value which shall be determined prior to any such transfer by the Auditors in accordance with the provisions of paragraph (h) above.
- (l) In any case where any shares are held by the trustees of a family trust following a transfer or transfers made pursuant to sub-paragraph (b)(11) above and it comes to the notice of the Directors that not all the persons beneficially interested under the trust are privileged relations of the Member by whom the trust was created, the Directors may, within twenty eight days, resolve that such trustees transfer such shares. Upon such resolution, the trustees shall be deemed to have served a transfer notice comprising such shares pursuant to paragraph (f) above and to have specified in the transfer notice the fair value to be certified in accordance with paragraph (h) above, and the provisions of this Article 7 shall take effect accordingly Notice of such resolution shall immediately be given to the trustees.
- (m) In the application of Regulations 29 to 31 in Table A to the Company -
 - (i) save where the proposed transfer or transmission is within paragraph (b) above ("a permitted transfer") any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer,

- (ii) if a person so becoming entitled has not executed a permitted transfer or given a transfer notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time after that, upon resolution passed by them, give notice requiring such person within thirty days of such notice to execute permitted transfers or give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously done so and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to paragraph (f) of this Article relating to those shares in respect of which he has still not executed permitted transfers or given a transfer notice,
- (iii) where a transfer notice is given or deemed to be given under this paragraph (m) and no price per share is specified, the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with paragraph (h) of this Article as the fair value.

8 The instrument of transfer of a fully paid share shall be executed by or on behalf of the transferor and in the case of a share which is not fully paid, the instrument of transfer shall in addition be executed by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of Members in respect thereof.

GENERAL MEETINGS AND RESOLUTIONS

- 9 (a) In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and, on a poll, or a show of hands to vote instead of him and that such proxy need not also be a Member.
- (b) Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting.

APPOINTMENT OF DIRECTORS

- 10 (a) Unless and until otherwise determined by the Company in General Meeting there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever there shall be only one Director of the Company such Director may act alone in exercising all the powers, discretions and authorities vested in the Directors, and Regulation 89 of Table A shall be modified accordingly.
- (b) Regulation 64 of Table A shall not apply to the Company
- 11 (a) The Directors shall not be required to retire by rotation and Regulations 76 to 79 (inclusive) of Table A shall not apply to the Company.
- (b) No person shall be appointed a Director at any General Meeting unless either –
- (i) he is recommended by the Directors, or
- (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.
- (c) Subject to paragraph (b) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
- (d) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined by the Company in General Meeting as the maximum number of Directors for the time being in force.
- (e) Regulation 84 of Table A shall be modified by the deletion of the last sentence therefrom.

PROCEEDINGS OF DIRECTORS

- 12 Notice of a meeting of the Directors shall be deemed to be properly given to a Director if it is given to him personally or by word of mouth or sent in writing to him (by electronic communication or otherwise) at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the Director concerned. A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address given to the Company for this purpose, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either retrospectively or prospectively. Regulation 88 of Table A shall be modified accordingly.
- 13 All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any other form of electronic communication which allows all persons participating in the meeting to communicate with each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group where the Chairman of the meeting then is.
- 14 (a) A Director who is in any way either directly or indirectly interested (whether through persons connected with him as defined in section 252 of the Companies Act 2006 or otherwise) in any contract, transaction or arrangement (whether or not constituting a contract and whether actual or proposed) with the Company or in which the Company is interested, shall declare the nature of his interest at a Meeting of the Directors in accordance with the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any such contract, transaction or arrangement (whether actual or proposed) in which he is interested and he shall be counted in reckoning whether a quorum is present.
- (b) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

BORROWING POWERS

- 15 The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DISQUALIFICATION OF DIRECTORS

- 16 The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

- 17 In Regulation 87 of Table A there shall be inserted between the words “the directors” and “may” the words “on behalf of the Company”.

DIVIDENDS

- 18 No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company.

NOTICES

- 19 (a) Any notice or other document may be served on or delivered to any Member by the Company either,
- (i) personally, or
 - (ii) by sending it by post addressed to the Member at his registered address, or
 - (iii) by any form of electronic communication, or
 - (iv) by leaving it at his registered address addressed to the Member, or

- (v) by any other means instructed in writing by the Member concerned and agreed by the Company.

In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly.

- (b) Any notice or other document, which is sent by post, shall be deemed to have been served or delivered 24 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post or sent by electronic communication, shall be deemed to have been served or delivered when it was so left or sent. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. Regulation 115 of Table A shall be modified accordingly.

EXECUTION OF DOCUMENTS

- 20 The seal, if any, shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. Any document signed by a Director and the Secretary of the Company or by two Directors of the Company and expressed (in whatever form of words) to be executed by the Company has the same effect as if executed under the seal of the Company. A document shall only be so signed with the authority of a resolution of the Directors or a committee of the Directors. Regulation 101 of Table A shall not apply to the Company.

INDEMNITY

- 21 (a) The Company shall in accordance with the Act pay for any liability insurance and also indemnify any Director or Officer of the Company against any liability incurred by him in defending any proceedings (whether civil or criminal) in

which judgment is given in his favour or he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

(b) Regulation 118 in Table A shall not apply to the Company.