

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

N E W

ARTICLES OF ASSOCIATION

OF

GUNNISLAKE FISHERIES LIMITED

(Adopted by Special Resolution passed on the
9th day of October 1976 and amended by
Special Resolutions passed 17th May 1986
and 4th March 1988)

PRELIMINARY

1. 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, save in so far as they are excluded or varied hereby, that is to say, the Clauses in Part I of Table A numbered 24, 53 and 117 shall not apply to this Company, but in lieu thereof and in addition to the remaining Clauses in Part I of Table A the following shall be the regulations of the Company.

2. The Company is a Private Company and accordingly Clauses 2, 3, 4, 5 and 6 in Part II of Table A shall apply to the Company.

SHARE CAPITAL AND SHARES

3. The capital of the Company is £200,000 divided into 200 shares of £1,000 each.

4. In Clause 3 in Part I of Table A the words "with the sanction of an ordinary resolution" shall be deemed to omitted.

5. Endsleigh Fishing Club Limited shall be eligible to be a member of the Company. All members of the Company shall be members of the Lower Tamar Fishing Club (hereinafter referred to as "the Club"). All members shall observe and conform to the Rules for the time being of the Club and shall be entitled to such fishing as may be specified in relation thereto by such Rules and to this end:-

- (A) The Directors of the Company will satisfy themselves that the rules and regulations of the Club are always fair and reasonable particularly with reference to the allocation of fishing to ensure that the available fishing and facilities are divided in a fair and proper manner among the members of the Club in proportion as nearly as may be to the number of shares held by each member.

- (B) In exercising their powers under Article 6 and 8 hereof the Directors shall use their best endeavours to ensure that any new member is a person acceptable as a member of the Club and likely to observe and conform to the Club rules in every respect.
- (C) So long as Endsleigh Fishing Club Limited shall be a member of the Company it shall furnish to the Directors of the Company a list of the members of the Endsleigh Fishing Club and shall notify the Directors of all changes in such list. Such of the members of Endsleigh Fishing Club from time to time as are approved by the Directors of the Company (such approval not to be unreasonably withheld) as acceptable for this purpose shall be authorised to enjoy the fishing rights to which Endsleigh Fishing Club Limited is entitled, the allocation of such fishing among the members of Endsleigh Fishing Club to be determined subject to the rules of the Club by Endsleigh Fishing Club Limited.

6. The shares of the Company whether forming part of the original capital of the Company or subsequently created, shall be under the control of the Directors who may allot and dispose of or grant options over them to such persons and on such terms including in the case of Preference Shares the terms on which they are, or at the option of the Company are to be liable, to be redeemed as the Directors think fit.

6A. No member of the Company may, whether solely or in aggregate with other members of his or her family, be the registered holder or beneficial owner of more than twelve shares save that Endsleigh Fishing Club Limited may be the registered holder or beneficial owner of up to one third of the shares for the time being in issue and accordingly the Directors shall not issue or allot or register the transfer of any shares to any member if as a result that member's holding of shares would exceed such limit. For the purposes of this Article the Members of an individual's family shall be deemed to comprise his or her spouse, his or her parents, the lineal descendants of that individual or his or her spouse or parents and the spouses of such lineal descendants.

7. The lien conferred by Clause 11 in Part I 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.

- 8. (A) Save as otherwise hereinafter provided, any Member ("a Retiring Member") desiring to transfer any shares whether by way of sale or otherwise shall give notice in writing ("the Sale Notice") to the Company of the number and class of shares with

denoting numbers if any ("the Sale Shares") which he wishes to transfer. A Sale Notice shall constitute the Directors the Agents of the Retiring Member for the sale of the Sale Shares in accordance with these Articles and at the sale Price as hereinafter defined. No Sale Notice shall be withdrawn except with the sanction of the Directors.

- (B) The Sale Price of each Sale Share shall be such price as the Directors may agree with the Retiring Member as a fair value for such shares as between a willing buyer and a willing seller Provided That the Sale Price shall not exceed an amount ("the Maximum Sale Price") namely £1,000 multiplied by the percentage increase in the All-Items Index of Retail Prices published in the Gazette issued by the Department of Employment (or by any government department upon which duties in connection with such index shall have devolved) between October 1976 and the date of the Sale Notice Further Provided that in default of agreeing the Sale Price within one month of the date of the Sale Notice the Maximum Sale Price shall be deemed to be the Sale Price. In the event of the All-Items Index of Retail Prices or any index nominated in its place pursuant to the provisions of this Article ceasing to be published the Directors shall by notice in writing to the Members nominate such other index as may seem to them to be appropriate and all references to the All-Items Index of Retail Prices or such index shall be read and construed as references to such other index so nominated.
- (C) On receipt of a Sale Notice the Directors shall offer the Sale Shares to the existing Members and if, within six months after the Sale Notice has been given, a Member or Members together with any Non-Members (as defined in sub-clause (D) of this Article) have found to purchase all the Sale Shares, the Directors shall give notice of the finding of such Member or Members and Non-Members to the Retiring Member and the existing Members. Such purchasing Member or Members shall be bound to complete the purchase within twenty-eight days of the giving of such Notice. If more than one purchasing Member is found, the Directors shall, at their discretion, allocate the Sale Shares to one or more Purchasers having regard to the limit imposed by Article 6A.
- (D) If within three months after the Sale Notice has been given purchasers have not been found for all the Sale Shares from among the existing Members then, subject to the provisions of Article 5(B), the Directors shall use their best endeavours

(but without incurring any personal liability or expense) to secure purchasers for those of the Sale Shares not taken up by existing Members from persons other than the existing Members ("Non-Members") as well as from the existing Members.

- (E) The Retiring Member shall be bound upon payment of the Sale Price to transfer the Sale Shares to the purchasing Member or Members or Non-Members. If the Retiring Member fails to complete the transfer the Directors may authorise some person to execute a transfer of the Sale Shares to the purchasers and may give a good receipt for the Sale Price for the Sale Shares and may register the purchasers as the holders thereof and issue to them certificates for the same, and thereupon the Purchasers shall become indefeasibly entitled thereto. The Retiring Member shall in such case be bound to deliver up his certificate for the Sale Shares and on delivery shall be entitled to receive the said Sale Price without interest and if such certificate shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.
- (F) If within six months after the Sale Notice has been given the Directors shall not have found purchasing Members or Non-Members for all the Sale Shares, or if within the period of twenty-eight days referred to in sub-clause (C) of this Article and through no fault of the Retiring Member the purchase of any of the Sale Shares has not been completed, the Retiring Member shall at any time within six months thereafter be at liberty subject to the provisions of Regulation 3 in Part II of Table A, to sell and transfer any Sale Share to any person and at any price, not being less than the Sale Price without being obliged to give a Sale Notice to the Company in respect of such shares provided that the Directors may require evidence that such shares are being transferred in pursuance of a bona fide sale for the consideration stated.
- (G) The provisions of this Article shall apply mutatis mutandis to any person becoming entitled to a share in consequence of the death or bankruptcy of a Member and who wishes either to transfer such share or himself or herself to be registered in respect thereof.
- (H) If any such person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall not within six months of becoming so entitled either transfer the same under the

provisions of sub-clause (K) of this Article or serve a Sale Notice in respect of all the shares to which he has become so entitled he or she shall be deemed to have given a Sale Notice in respect of all such shares at the expiry of such period of six months and the provisions of this Article shall apply accordingly.

- (I) If the Directors become aware that a Member's holding of shares exceeds the limit specified in Article 6A they shall forthwith give Notice to such Member requiring him to serve a Sale Notice in relation to the minimum number of shares necessary to be transferred to bring his shareholding within such limit and in default of his serving such Sale Notice within twenty-eight days of such notice having been given he shall be deemed to have given a Sale Notice as aforesaid at the expiry of such twenty-eight days. Provided that if such limit is exceeded in relation to shares held by a Member and his family then the Directors shall determine which of the Member and his family shall serve such Sale Notice and shall notify the Member and his family accordingly.
- (J) Any Member who for any reason ceases to be a member of the Lower Tamar Fishing Club shall be deemed to have given a Sale Notice in respect of all of the shares held by him as at the date on which he ceased to be a member of that Club.
- (K) No Sale Notice need be given in relation to any transfer of shares by a Member to his or her husband, wife, son or daughter Provided That the registration of such transfer would not cause the limit on shareholdings referred to in Article 6A to be exceeded Further Provided That the proposing transferor shall have obtained the prior approval in writing of the Directors to any such transfer of part only of his or her existing shareholding.
- (L) The Directors shall be entitled to reject a Sale Notice and the same shall thereupon be of no effect unless the number of Sale Shares is in the opinion of the Directors sufficient to enable a reasonable allocation of fishing to be made in respect thereof. If the Directors consider the number of Sale Shares in any Sale Notice to be insufficient they shall give notice to that effect to the Retiring Member within one month of the Sale Notice having been given whereupon the same shall be of no effect.

GENERAL MEETINGS

9. In Clause 5 in Part II of Table A add the following words to the end namely:- "any such resolution may consist of several documents in like form each signed by one or more

of the members. This regulation shall not apply to a resolution for which the Act requires the giving of special notice".

DIRECTORS

10. Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall not be less than two nor more than seven and Clause 75 in Part I of Table A shall be modified accordingly. No person shall be a Director unless he is a member of the Company or a member of Endsleigh Fishing Club Limited.

11. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 84 in Part I of Table A shall be modified accordingly. Provided always that, no loan by the Company shall be made to any person who is a Director of the Company or of its holding company nor shall the Company enter into any guarantee or provide any security in connection with a loan made to such a person as aforesaid by any other person unless the transaction is one that is permitted by Section 190 of the Act.

13. Any person may be appointed or elected as a Director whatever may be his age and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy or any other age.

14. In Clause 106 of Part I of Table A add the following words to the end namely:- "any such resolution may consist of several documents in like form, each signed by one or more of the Directors".

PENSIONS AND SUPERANNUATION FUNDS

15. The Directors may exercise all the powers of the Company to:-

- (i) establish or concur to join with other companies (being subsidiary companies of the Company with which it is associated in business) in establishing and making contributions out of the Company's monies to any scheme or funds for providing pensions sickness or compassionate allowances life assurances or other benefits for employees (which expression as used in this and the following paragraphs shall include any Managing Director) and ex-employees of the Company and their dependents or any class or classes of such persons and

(ii)

pay or make grants (revocable or irrevocable and either subject or not subject to any terms or conditions) of pensions or other benefits to employees and ex-employees and their dependents or to any of such persons including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependents are or may become entitled under any scheme or fund as is mentioned in the last preceding sub-paragraph. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before and in anticipation of, or upon or at any time after his actual retirement, and the rights of the grantee to receive any pension or benefit so granted shall not be affected by his being appointed or continuing in his office as a Director and receiving remuneration as such after the date as from or on which the pension or other benefit becomes payable.

DIVISION AND CAPITALISATION OF PROFITS

16. Notwithstanding anything contained in any other of these Articles of Association the Company may by Ordinary Resolution on the recommendation of the Directors determine that any realised accretions of capital assets or any other undistributed profits of the Company shall be divided amongst the shareholders in proportion to the amounts paid upon the shares held by them respectively.

NOTICES

17. In regulation 131 of Table A Part I the words "in the case of a notice of meeting" and all the words after the words "the letter containing the same is posted" shall be omitted.

WINDING UP

18. If the Company shall be wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall first be applied in repaying to the members the amounts paid or credited as paid on the shares held by them respectively and the balance (if any) shall be distributed among the holders of Ordinary Shares in proportion to the number of shares held by them respectively: Provided Always that the provisions hereof shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

19. The following words shall be added to the end of Clause 135 in Table A Part I:- "any such resolution may provide for and sanction a distribution of any specific assets amongst different classes of members otherwise than in accordance with their existing rights but each member shall

in that event have a right to dissent and other ancillary rights in the same manner as if such resolution were a Special Resolution passed pursuant to Section 287 of the Act".

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