



EVERSHEDS

Company No. 02565953

Articles of Association of New England Seafood International
Limited

Incorporated 6 December 1990

Adopted by written resolution passed on

9th March 2010

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

NEW ENGLAND SEAFOOD INTERNATIONAL LIMITED

Adopted by written resolution passed on 9th March 2010

1. PRELIMINARY

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("Model Articles") apply to the Company except in so far as they are excluded or varied by these Articles

2 INTERPRETATION

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

"2006 Act"	the Companies Act 2006 (as amended from time to time)
"these Articles"	these Articles of Association as amended from time to time
"electronic means"	has the meaning given in section 1168 of the 2006 Act
"eligible directors"	has the meaning given in Model Article 8(3)
"Majority Shareholder"	a shareholder or shareholders together holding a majority of the voting rights in the Company (within the meaning of section 1159(1) of and paragraph (2) of Schedule 6 to the 2006 Act)
"Statutes"	the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order, regulation or other subordinate legislation for the time being in force relating to companies

and affecting the Company

"United Kingdom"

Great Britain and Northern Ireland

2.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Statutes but excluding any statutory modification of the same not in force when these Articles become binding on the Company

2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

3. **UNANIMOUS DECISIONS OF DIRECTORS**

A decision of the directors may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing. Model Article 8(2) shall not apply to the Company

4. **NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be the subject to any maximum but shall not be less than one. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions expressed by these Articles to be vested in the Directors generally, and Model Article 11 shall be modified accordingly

5. **PARTICIPATION IN DIRECTORS' MEETINGS**

5.1 Model Article 9(2)(c) shall be amended by the insertion of the word "simultaneously" after the words "how it is proposed that they should" and before the words "communicate with each other during the meeting"

6. **QUORUM FOR DIRECTORS' MEETINGS**

The following shall be added as paragraph (4) to Model Article 11.-

"(4) If, as a consequence of section 175(6) of the 2006 Act, a director cannot vote or be counted in the quorum at a directors' meeting then the following shall apply.-

(a) if the eligible directors participating in the meeting do not constitute a quorum then the quorum for the purposes of the meeting shall be reduced

by one for each director who cannot vote or be counted in the quorum,
and

- (b) if despite sub-paragraph (a) the eligible directors participating in the meeting still do not constitute a quorum or there are no eligible directors then the meeting must be adjourned to enable the shareholders to authorise any situation in which a director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company."

7 DIRECTORS' INTERESTS

7.1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director.

7.1 1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,

7.1 2 may hold any other office or employment with the Company (other than the office of auditor);

7.1.3 may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested,

7 1.4 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as auditor);

7.1 5 shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by Articles 7.1 1 to 7 1.4 and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

7 2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which a director or any other interested director may have or where the terms of authorisation of such conflict provide that a director may not vote in situations prescribed by the directors when granting such authorisation, a director will be entitled to participate in the decision making process for voting and quorum purposes on any of the matters referred to in Articles 7.1 1 to 7 1.4 and in any of the circumstances set out in Model Articles 14(3) and 14(4).

7.3 For the purposes of these Articles references to decision making process includes any directors' meeting or part of a directors meeting

7 4 For the purposes of Article 7.1:

7 4.1 a general notice given in accordance with the 2006 Act is to be treated as a sufficient declaration of interest,

7 4 2 a director is not required to declare an interest either where he is not aware of such interest or is not aware of the transaction or arrangement in question; and

7 4 3 an interest of a director who appoints an alternate director shall be treated as an interest of the alternate director.

7 5 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company.

8 APPOINTMENT AND REMOVAL OF DIRECTORS

8 1 In addition to the powers granted by Model Article 17(1), the Majority Shareholder may at any time, and from time to time, appoint any person to be a director, either as an additional director or to fill a vacancy and may remove from office any director however appointed Any such appointment or removal shall be effected by notice in writing to the Company signed by the Majority Shareholder or, if the Majority Shareholder is a body corporate, signed by one of its directors or duly authorised officers or by its duly authorised attorney.

8 2 In addition to the circumstances set out in Model Article 18 (a) to (f) (inclusive) a person ceases to be a director as soon as that person is removed from office as a director pursuant to Article 8.1

9. DIRECTORS' PENSIONS AND GRATUITIES

In addition to the provisions of Model Article 19(3)(b), the directors may exercise all the powers of the Company to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for present or former directors or employees (or their dependants) of the Company or any subsidiary undertaking (as defined in section 1162 of the 2006 Act) or associated undertaking (as defined in section 497(4) of the 2006 Act) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

10. ALTERNATE DIRECTORS

10.1 Appointment and removal of alternates

10.1 1 Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by the directors, to

10 1 1 1 exercise that director's powers, and

10.1 1 2 carry out that director's responsibilities,

in relation to participation in directors' meetings and the taking of decisions by the directors in the absence of the alternate's appointor

10.1.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

10.1.3 The notice must -

10.1.3.1 identify the proposed alternate, and

10.1.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

10.2 **Rights and responsibilities of alternate directors**

10.2.1 An alternate director has the same rights, in relation to participation in directors' meetings and the taking of decisions by the directors and in relation to directors' written resolutions, as the alternate's appointor

10.2.2 An alternate director may act as an alternate director for more than one appointor.

10.2.3 Except as these Articles specify otherwise, alternate directors:-

10.2.3.1 are deemed for all purposes to be directors;

10.2.3.2 are liable for their own acts and omissions;

10.2.3.3 are subject to the same restrictions as their appointors; and

10.2.3.4 are not deemed to be agents of or for their appointors

and, each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

10.2.4 A person who is an alternate director but not a director -

10.2.4.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and

10 2.4 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate).

No alternate may be counted as more than one director for such purposes

10.2 5 A director who is also an alternate director is entitled, in ^{the}his absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.

10 2 6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

10.3 Termination of alternate directorship

10 3 1 An alternate director's appointment as alternate terminates:-

10 3 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

10 3.1.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

10 3.1 3 on the death of the alternate's appointor, or

10 3.1 4 when the alternate's appointor's appointment as a director terminates.

11 ALTERNATE DIRECTORS' EXPENSES

Model Article 20 shall be amended by the insertion of the words "(including alternate directors)" before the words "properly incur"

12 SHARES

12 1 For the purposes of this Article, where any person is unconditionally entitled to be registered as the holder of a share he and not the registered holder of such share shall be deemed to be a member of the Company in respect of that share.

- 12.2 No share in the Company shall be transferred save in accordance with the provisions of this Article or Article 14
- 12.3 Every member who desires to transfer any share or shares (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "a transfer notice") and shall at the same time deposit with the Company the share certificate(s) in respect of such share or shares. Subject as hereinafter mentioned, a transfer notice shall constitute the Company the Vendor's agent for the sale of the share or shares specified therein (hereinafter called "the transfer shares") in one or more lots at the discretion of the Directors to the members other than the Vendor at a price to be agreed upon by the Vendor and the Directors, or, in case of difference, at the price which the auditor of the Company for the time being shall, by writing under his hand, certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer
- 12.4 If the auditor is asked to certify the fair value as aforesaid, the Company shall, as soon as it receives the auditor's certificate, furnish a certified copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within ten days of the service upon him of the certified copy, to cancel the Company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case the cost shall be borne by the Vendor
- 12.5 Upon the price being fixed as aforesaid and provided the Vendor shall not have given notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member other than the Vendor of the number and price of the transfer shares and invite each such member to apply in writing to the Company within twenty-one days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the transfer shares (being all or any thereof) as he shall specify in such application
- 12.6 A transfer notice may stipulate that unless all the shares specified therein are applied for pursuant to Article 12.5 of this Article none shall be sold, and if the transfer notice does so provide, and if some of the transfer shares are not so applied for, the Directors shall on expiration of the said period of twenty-one days return the share certificate in respect of the transfer shares to the Vendor and advise the members who had made application therefor
- 12.7 Subject to the provisions of Article 12.6 of this Article if the said members shall within the said period of twenty-one days apply for all or any of the said shares, the Directors shall allocate the said shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata (as nearly as possible) according to the number of shares in the Company of which the applicants are registered or unconditionally entitled to be

registered as holders, provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid; and the Company shall forthwith give notice of such allocations (hereinafter called an "allocation notice") to the Vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and not later than twenty-eight days after the date of the notice) at which the sale of the shares so allocated shall be completed

- 12 8 The Vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place therein specified; and if he shall fail to do so, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company, the purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor
- 12 9 During the six months following the expiry of the said period of twenty-one days referred to in Article 12.5 of this Article, the Vendor shall be at liberty to transfer to any persons and at any price (not being less than the price fixed under Article 12 3 of this Article) any share not allocated by the Directors in an allocation notice, provided that, if the Vendor stipulated in his transfer notice that unless all the shares specified therein were applied for pursuant to Article 12 5 of this Article none should be sold, the Vendor shall not be entitled to sell hereunder a lesser number of shares than the number specified in his transfer notice
- 12 10 With the consent in writing of all the members for the time being the preceding provisions of this Article may be waived in whole or in part in any particular case.
- 12.11 Subject to the provisions of Article 12.12 of this Article, any share may be transferred by a member to or for the benefit of the spouse, child or remoter issue or parent, brother or sister of that member, and any share of a deceased member may be transferred by his personal representatives to or for the benefit of any widow, widower, child or remoter issue or parent, brother or sister of such deceased member, and shares standing in the names of the representatives of any deceased member may be transferred upon any change of the said representatives to the representatives for the time being of such deceased member, and the rights of pre-emption hereinbefore conferred in this Article shall not arise on the occasion of any such transfer

12.12 The Directors may (subject to the provisions of Article 14 below, when applicable) in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share, save any transfer made in accordance with Articles 12.2 to 12.9 inclusive of this Article, which they may decline to register only on the ground that Company has a lien on the share. Model Article 26(5) shall be amended accordingly.

13. **TRANSMITTEES BOUND BY PRIOR NOTICES**

Model Article 29 shall be amended by the insertion of the words ", or the name of any person nominated under Model Article 27(2)," after the words "the transmittee's name"

14. **DRAG ALONG AND TAG ALONG RIGHTS**

Drag Along Rights

14.1 If at any time any shareholder or shareholders (the "Drag Along Vendors") wish (and are permitted by these Articles of Association) to transfer shares representing in aggregate not less than 75 per cent of the shares conferring rights to attend and vote at general meetings of the Company (the "75 Per Cent Holding") then in issue to any person (the "Drag Along Acquiror") then, provided all the conditions in 14.2 below are met, the Drag Along Vendors shall have the option ("Drag Along Option") to require the holders of all of the other shares to transfer their shareholdings to the Drag Along Acquiror or as that Drag Along Acquiror directs on the same financial terms and conditions as those accepted by the Drag Along Vendors.

14.2 The conditions mentioned in 14.1 above are that.

14.2.1 the Drag Along Acquiror is not an existing shareholder or connected with any existing shareholder,

14.2.2 the Drag Along Vendors are transferring all their shares;

14.2.3 the terms of the transfers of shares to the Drag Along Acquiror are at arms length and financially the same for all shareholders; and

14.2.4 within 14 days of the Drag Along Vendors agreeing to sell their shares, a notice in writing ("Drag Along Notice") is delivered to the Company and to each other shareholder stating the number of shares the Drag Along Vendors intend to transfer to the Drag Along Acquiror and the consideration for the transfer including all the terms and conditions attaching to the transfer.

- 14.3 A Drag Along Notice once given is irrevocable but both the notice and all the obligations under the notice will lapse after the expiry of six calendar months from issue if the Drag Along Vendors do not complete the transfer of the 75 Per Cent. Holding to the Drag Along Acquiror

Tag Along Rights

- 14.4 If at any time any shareholder or shareholders (the "Tag Along Vendors") transfer shares representing in aggregate not less than the 50 per cent. holding then in issue to any person (the "Tag Along Acquiror") then any or all or the remaining shareholders shall have the option ("Tag Along Option") to require the Tag Along Vendors to procure a transfer of the entire shareholding of such remaining shareholder(s) to the Tag Along Acquiror or some other party for a consideration and on terms and conditions not less favourable than those which applied to the transfer by the Tag Along Vendors. If different Tag Along Vendors have accepted different terms then the Tag Along Option shall relate to the most favourable of those terms
- 14.5 A notice of intention from any or all of the remaining shareholders to exercise the Tag Along Option ("Exercise Notice") shall be delivered to the Tag Along Vendors within 14 days of their formal agreement to the transfer of their shares, or of the first date on which such formal agreement becomes known to the person or persons seeking to exercise the Tag Along Option, whichever is the later.
- 14.6 The Exercise Notice once given is irrevocable but the Exercise Notice will lapse after the expiry of six calendar months from issue if the Tag Along Vendors do not complete the transfer of the 50 per cent. Holding to the Tag Along Acquiror
- 14.7 The Directors shall register a transfer of shares made in compliance with the provisions of this Article 14. Model Article 26(5) shall be amended accordingly. Articles 12.2 to 12.9 shall not apply to transfers of shares pursuant to this Article 14.

15 NOTICE OF GENERAL MEETINGS

Every notice convening a general meeting shall

- 15.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies; and
- 15.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website

16. PROCEEDINGS AT GENERAL MEETINGS

16.1 If a quorum is not present within half an hour of the time at which a general meeting is due to start or if, during a general meeting, a quorum ceases to be present the chairman of the meeting must adjourn it.

16.2 When adjourning the general meeting the chairman of the meeting must specify that the meeting is adjourned either:

16.2.1 to the same day, place and time the following week, or

16.2.2 to another day, place and time to be decided by the directors.

16.3 If a quorum is not present within half an hour of the time at which the adjourned meeting is due to start the shareholder or shareholders present in person or by proxy or by corporate representative and who are entitled to vote shall.

16.3.1 constitute a quorum, and

16.3.2 have power to decide on all matters which could have been transacted at the meeting which was adjourned

16.4 Model Article 41 shall not apply to the Company.

17 WRITTEN RESOLUTIONS

17.1 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date

17.2 For the purposes of this Article "circulation date" is the date on which copies of the written resolution are sent or submitted to shareholders or, if copies are sent or submitted on different days, to the first of those days

18 COMPANY COMMUNICATION PROVISIONS

18.1 Where:-

18.1.1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom and

18.1.2 the Company is able to show that it was properly addressed, prepaid and posted.

it is deemed to have been received by the intended recipient 24 hours after it was posted

18.2 Where:-

- 18.2.1 a document or information is sent or supplied by electronic means, and
- 18.2 2 the Company is able to show that it was properly addressed,
- it is deemed to have been received by the intended recipient immediately after it was sent.
- 18.3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient -
 - 18.3 1 when the material was first made available on the website, or
 - 18.3.2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 18 4 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by Articles 18 1, 18.2 and 18.3.
- 18 5 Subject to any requirements of the 2006 Act, documents and notices may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified

19. **DIRECTORS' INDEMNITY AND INSURANCE**

- 19.1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or of any such associated company and against any such liability incurred by him in connection with the Company's activities as trustee of an occupational pension scheme as defined in section 235(b) of the 2006 Act.
- 19.2 Subject to the 2006 Act the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director, alternate director, secretary or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of

duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director, secretary or other officer of the Company or associated company

- 19.3 Subject to, and so far as may be permitted by, the 2006 Act, the Company shall be entitled to fund the expenditure of every director, former director, alternate director, secretary, or other officer of the Company incurred or to be incurred

19.3.1 in defending any criminal or civil proceedings, or

19.3.2 in connection with any application under sections 661(3), 661(4) or section 1157 of the 2006 Act.

20. **REGISTERED OFFICE**

The Company's registered office is to be situated in England and Wales.

21. **LIMITED LIABILITY OF MEMBERS**

The liability of the members is limited