
THE COMPANIES ACT 2006
PUBLIC COMPANY LIMITED BY SHARES
RESOLUTION OF FINSBURY FOOD GROUP PLC (THE “COMPANY”)
PASSED 3 NOVEMBER 2023

At the general meeting of the Company held on 3 November 2023 at 10:15 a.m. at the offices of CMS Cameron McKenna Nabarro Olswang LLP at Cannon Place, 78 Cannon Street, London EC4N 6AF, the following resolution was duly passed by the Company as a special resolution:

SPECIAL RESOLUTION

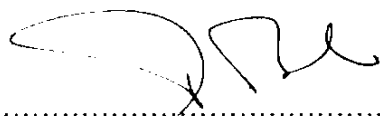
THAT for the purpose of giving effect to the scheme of arrangement dated 2 October 2023 between the Company and the holders of its Scheme Shares (each as defined in the said scheme), a print of which has been produced to this meeting and for the purposes of identification signed by the Chairman thereof in its original form or subject to any such modification, addition or condition approved or imposed by the Court and/or agreed by the Company and Frisbee Bidco Limited (“**Bidco**”) (the “**Scheme**”):

1. the directors of the Company be authorised to take all such action as they may consider necessary or appropriate for carrying the Scheme into effect;
2. subject to and conditional on the Scheme becoming Effective, pursuant to the provisions of section 97 of the Companies Act 2006, the Company be re-registered as a private company under the name of ‘Finsbury Food Group Limited’ with effect from the date approved by the Registrar of Companies;
3. with effect from the passing of this resolution, the articles of association of the Company be amended by the adoption and inclusion of the following new Articles 158.1 to 158.7 after Article 157:

“Scheme of Arrangement

- 158.1 In Articles 158.1 to 158.7, references to the “Scheme” are to the scheme of arrangement dated 2 October 2023, between the Company and the holders of its Scheme Shares (each as defined in the Scheme) under section 899 of the Companies Act 2006 in its original form or with or subject to any modification, addition or condition approved or imposed by the Court and/or agreed by the Company and Frisbee Bidco Limited, an entity ultimately owned by funds managed by DBAY Limited, (“**Bidco**”) and (save as defined in Articles 158.1 to 158.7) expressions defined in the Scheme shall have the same meanings in Articles 158.1 to 158.7.
- 158.2 Notwithstanding any other provision of these Articles, if the Company issues any shares (other than to Bidco or its nominee(s)) after the adoption of these Articles 158.1 to 158.7 and before the Scheme Record Time (as defined in the Scheme), such shares shall be issued subject to the terms of the Scheme and shall be Scheme Shares for the purposes thereof and the new member, and any subsequent holder of such shares (other than Bidco and/or its nominee or nominees), shall be bound by the Scheme accordingly.

- 158.3 Subject to the Scheme becoming Effective (as defined in the Scheme) and subject to Article 158.4, if any shares are issued to any person (other than under the Scheme or to Bidco or its nominee(s)) (a “**New Member**”) on or after the Scheme Record Time (as defined in the Scheme) (the “**Transfer Shares**”), they shall be immediately transferred to Bidco (the “**Purchaser**”) (or as it may direct) in consideration of the payment to the New Member of an amount in cash for each Transfer Share equal to the cash consideration per Scheme Share payable pursuant to the Scheme and no election for the Alternative Offer (as defined in the Scheme) shall be made in respect thereof.
- 158.4 On any reorganisation of, or material alteration to, the share capital of the Company (including, without limitation, any subdivision and/or consolidation), the value of the consideration per share to be paid under Article 158.3 shall be adjusted by the directors of the Company in such manner as the Company’s auditors may determine to be appropriate to reflect such reorganisation or alteration. References in this Article to shares shall, following such adjustment, be construed accordingly.
- 158.5 To give effect to any transfer required by Article 158.3, the Company may appoint any person as attorney for the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) to transfer the Transfer Shares to the Purchaser or its nominee(s) and do all such other things and execute and deliver all such documents as may in the opinion of the attorney be necessary or desirable to vest the Transfer Shares in the Purchaser or its nominee(s) and pending such vesting to exercise all such rights attaching to the Transfer Shares as the Purchaser may direct. If an attorney is so appointed, the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) shall not thereafter (except to the extent that the attorney fails to act in accordance with the directions of the Purchaser) be entitled to exercise any rights attaching to the Transfer Shares unless so agreed by the Purchaser. The attorney shall be empowered to execute and deliver as transferor a form of transfer or instructions of transfer on behalf of the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) in favour of the Purchaser or its nominee(s) and the Company may give a good receipt for the purchase price of the Transfer Shares and may register the Purchaser or its nominee(s) as holder thereof and issue to it certificates for the same. The Company shall not be obliged to issue a certificate to the New Member (or any subsequent holder or any nominee of such New Member or any such subsequent holder) for the Transfer Shares. The Purchaser shall send a cheque drawn on a UK clearing bank in favour of the New Member (or the relevant transferee or nominee) for the purchase price of each Transfer Share within 14 days of the time on which such Transfer Shares are issued to the New Member.
- 158.6 If the Scheme shall not have become effective by the date referred to in clause 8.2 of the Scheme, Articles 158.1 to 158.7 shall cease to be of effect.
- 158.7 Notwithstanding any other provision of these Articles, neither the Company nor the directors of the Company shall register the transfer of any Scheme Shares effected between the Scheme Record Time and the Effective Date.”



Director

For and on behalf of **Finsbury Food Group plc**