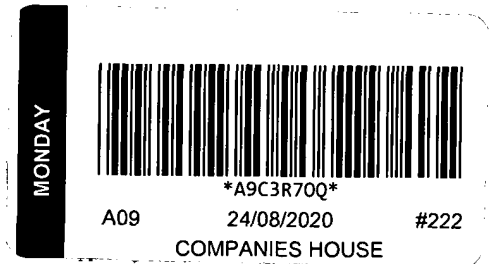


THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION

of



Zwanenberg Food Group UK Limited (Company number: 01032611)

(the "Company")

11 February 2020 (the "Circulation Date")

We being the shareholder(s) of the Company who at the date of the resolutions set out below are entitled to attend and vote on such resolutions as if they have been proposed in a general meeting of the Company **HEREBY PASS** pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following written resolutions of the Company, resolution one as an ordinary resolution and resolution two as a special resolution (the "**Resolutions**") and agree that the Resolutions shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

ORDINARY RESOLUTION

1. THAT the terms of, the arrangements contemplated by, and the execution, delivery, and performance by the Company of the following documents ("**Transaction Documents**"):

1.1 an amendment and restatement agreement to be entered into between (i) Meatpoint B.V. (the "**Parent**"), (ii) the subsidiaries of the Parent listed in schedule 1 thereto as original borrowers (including the Company), (iii) the subsidiaries of the Parent listed in schedule 1 thereto as original guarantors (including the Company), (iv) the subsidiaries of the Parent listed in schedule 1 thereto as retiring borrowers, (v) the subsidiaries of the Parent listed in schedule 1 thereto as retiring guarantors, (vi) the subsidiary of the Parent named therein as additional guarantor, (vii) Coöperatieve Rabobank U.A., Rabo Factoring B.V., Deutsche Bank AG, Amsterdam Branch and NIBC Bank N.V. as mandated lead arrangers, (viii) the financial institutions listed in schedule 1 thereto as original lenders, (ix) the entities listed therein as Hedge Counterparties, (x) Coöperatieve Rabobank U.A. as incoming agent of the other Term Finance Parties, (xi) Coöperatieve Rabobank U.A. as security agent of the other Term Finance Parties, (xii) Rabo Factoring B.V. as agent for the other ABL Finance Parties and (xiii) Rabo Factoring B.V. as security agent for the other ABL Finance Parties (the "**Amendment and Restatement Agreement**"), appending the following documents:

1.1.1 an amended and restated senior facilities agreement between (i) the Parent, (ii) the subsidiaries of the Parent listed therein as original borrowers (including the Company), (iii) the subsidiaries of the Parent listed therein as original guarantors, (iv) Coöperatieve Rabobank U.A., Rabo Factoring B.V., Deutsche Bank AG, Amsterdam Branch and NIBC Bank N.V. as the mandated lead arranges, (v) the financial institutions listed

therein as lenders, (vi) the entities listed therein as Hedge Counterparties, (vii) Coöperatieve Rabobank U.A. as agent of the Term and Revolving Facility Finance Parties, (viii) Coöperatieve Rabobank U.A. as security agent of other the Term and Revolving Facility Finance Parties, (ix) Rabo Factoring B.V. as agent of the other ABL Finance Parties, (x) Rabo Factoring B.V. as security agent of the other ABL Finance Parties and (xi) Coöperatieve Rabobank U.A. as coordinator (the "**Amended and Restated Senior Facilities Agreement**");

- 1.1.2 an amended and restated ABL facility agreement between (i) the Parent, (ii) the subsidiaries of the Parent listed in schedule 1 of the Amended and Restated Senior Facilities Agreement as ABL Borrowers, (iii) the financial institutions listed in schedule 1 of the Amended and Restated Senior Facilities Agreement as ABL Lenders, (iv) Rabo Factoring B.V. as ABL Agent and (v) Rabo Factoring B.V. as ABL Security Agent;
- 1.1.3 an amended and restated intercreditor agreement between (i) Rabo Factoring B.V. as ABL Agent, (ii) Coöperatieve Rabobank U.A. as agent of the Term and Revolving Finance Parties, (iii) the financial institutions listed in the Amendment and Restatement Agreement as ABL Lenders, (iv) the financial institutions listed in the Amendment and Restatement Agreement as Term Lenders, (v) the financial institutions listed in the Amendment and Restatement Agreement as Revolving Facility Lenders, (vi) the entities listed in the Amendment and Restatement Agreement as Hedge Counterparties, (vii) the Parent, (viii) the subsidiaries of the Parent listed in the Amendment and Restatement Agreement as Obligors, (ix) Rabo Factoring B.V. as security agent for the ABL Finance Parties and (x) Coöperatieve Rabobank U.A. as security agent for the Term and Revolving Finance Parties;
- 1.1.4 an amended and restated subordination agreement between (i) Coöperatieve Rabobank U.A. as Term and Revolving Term Security Agent of the other Finance Parties under the Amended and Restated Senior Facilities Agreement, (ii) the Lenders as original senior creditors, (iii) the entities listed in schedule 1 thereto as original junior creditors and (iv) the entities listed in schedule 1 thereto as original debtors; and
- 1.2 a transfer and replacement agreement to be entered into between (i) the Parent, (ii) the subsidiaries of the Parent listed in schedule 1 thereto as original borrowers (including the Company), (iii) the subsidiaries of the Parent listed in schedule 1 thereto as original guarantors, (iv) the financial institutions listed in schedule 1 thereto as original lenders, (v) the financial institutions listed in schedule 1 thereto as outgoing lenders, (vi) the financial institutions listed in schedule 1 thereto as incoming lenders, (vii) ABN AMRO Bank N.V. as resigning hedge counterparty, (viii) ABN AMRO Asset Based Finance N.V. (formerly known as ABN AMRO Commercial Finance N.V.) ("**ABNCF**") as retiring agent of the other ABL Finance Parties, (ix) ABNCF as retiring security agent of the other ABL Finance Parties, (x) Rabo Factoring B.V. as successor agent of the other ABL Finance Parties and (xi) Rabo Factoring B.V. as successor security agent of the other ABL Finance Parties;
- 1.3 an assignment agreement to be entered into between (1) ABNCF as retiring security agent of the other ABL Finance Parties, (2) Rabo Factoring B.V. as successor security agent of the other ABL Finance Parties and (3) the

companies listed therein as Original Security Obligors (which includes the Company);

- 1.4 a supplemental debenture to be entered into between, (1) the companies as listed therein as Original Security Obligors (which includes the Company) and (2) Rabo Factoring B.V. as ABL security agent for the finance parties;
- 1.5 written resolution to be passed by the sole member of each of the following wholly-owned subsidiaries of the Company in relation to the Transaction: Rea Valley Specialty Foods Limited, Puredrive Fine Foods Limited, Marston Food Marketing Limited and Malton Foods Limited (the "Subsidiaries"); and
- 1.6 a directors' certificate to be signed by a director on behalf of the Company certifying and confirming various matters relating to the Company and the Amendment and Restatement Agreement;
- 1.7 non-reactivation letters from the Company to Rabo Factoring B.V and Cooperative Rabobank U.A in relation to following companies:
 - 1.7.1 Rea Valley Specialty Foods Limited;
 - 1.7.2 Puredrive Fine Foods Limited; and
 - 1.7.3 Marston Food Marketing Limited; and
- 1.8 any further documents, deeds, instruments, agreements, powers of attorney, notices, requests (including but not limited to any utilisation requests, howsoever defined), acknowledgments, memoranda, statements or certificates as may be ancillary, necessary, desirable, required or requested in connection with the Transaction Documents,

is for the benefit and in the best interests of the Company and will promote the success of the Company for the benefit of its members as a whole, and be and are hereby approved.

2. **THAT** the directors of the Company are hereby authorised to take any action or enter into any other documents in connection with the Transaction Documents as they shall consider appropriate, and to execute, deliver and perform any and all obligations made under those documents notwithstanding any provisions of the Company's articles of association or any personal interest of any of the Company's directors.
3. **THAT** the directors of the Company are hereby authorised to do all things necessary or desirable in connection with the Documents and any related documents, notwithstanding any provisions of the Company's articles of association.

SPECIAL RESOLUTION

4. **THAT** the articles of association of the Company be and hereby is amended by the insertion of a new Article 3(h) as follows:

"3(h) Notwithstanding anything contained in these Articles, the shares may be transferred to a Secured Party, and the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer:

- (a) *is to any Secured Party; or*
- (b) *is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares in the Company; or*
- (c) *is executed by a Secured Party pursuant to the power of sale or otherwise under such security,*

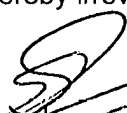
and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company (or proposed transferor of such shares) to a Secured Party, and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not. Furthermore, notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of those shares.


*For the purposes of this Article, "**Secured Party**" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf."*


AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being the members entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions set out above.


A.T. van der Laan
(Director)
for and on behalf of
Meatpoint B.V.

SAR. van der Laan
Director
for and on behalf of Meatpoint B.V.


GGYC Gerritse - Meulman
Director
for and on behalf of Meatpoint B.V.


NOTES

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - (a) **By Hand:** delivering the signed copy addressed to the directors of the Company at the Company's registered office.
 - (b) **Post:** returning the signed copy by post addressed to the directors of the Company at the Company's registered office.
- 2 If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 3 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 4 Unless, before the end of the period of 28 days beginning on the Circulation Date, sufficient agreement has been received for the resolution to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.