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Company No: 12278427

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
of
PLAYLE FARMS HOLDINGS LIMITED
(the Company)

21 November 2019

Under Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as a special resolution in respect of resolution 1 and an ordinary resolution in respect of resolution 2 (**Resolutions**).

SPECIAL RESOLUTIONS

1. THAT the draft articles of association attached to this resolution (the **New Articles**) be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association.

ORDINARY RESOLUTION

2. THAT the 3 G Ordinary Shares of £1.00 each in the capital of the Company are hereby re-designated as 3 Ordinary Shares, having the rights and being subject to the restrictions set out in the New Articles adopted pursuant to resolution 1 above.


AGREEMENT

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

The undersigned, a person entitled to vote on the Resolutions on the Circulation Date hereby irrevocably agrees to the Resolutions:



Signed by Irene
Pearman

.....


Date

.....
21.11.19

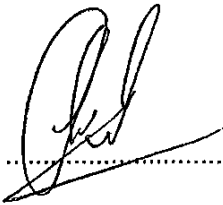
Signed by Anna
Marie Hockley

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Date

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21.11.19

Signed by
Charles Hockley

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Date

.....
21.11.19

NOTES

1. You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only one of them. 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 delivery methods:

- **By hand:** delivering the signed copy to Adam Jones, Birketts LLP, Brierly Place, New London Road, Chelmsford, Essex, CM2 0AP.
- **Post:** returning the signed copy by post to Adam Jones, Birketts LLP, Brierly Place, New London Road, Chelmsford, Essex, CM2 0AP.
- **Email:** by attaching a scanned copy of the signed document to an email and sending it to adam-jones@birketts.co.uk. Please type "Written resolutions dated [CIRCULATION DATE]" in the email subject box.

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.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

3. Unless by 28 days following the Circulation Date sufficient agreement is received for the Resolutions to pass, they will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

4. 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.

5. 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.

J. Pearm
M. Hogarty

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF PLAYLE FARMS HOLDINGS LIMITED

1. PRELIMINARY

- 1.1 The regulations constituting Table A 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) (Table A) apply to Playle Farms Holdings Limited (the Company) except in so far as they are excluded or varied by these articles.
- 1.2 Words and expressions defined in Regulation 1 of Table A have the same meanings in these articles where the context admits.
- 1.3 In these Articles "the Act" means the Companies Act 2006 and all references shall be deemed to include a reference to any statutory modification or re-enactment of that provision.
- 1.4 Regulations 2, 3, 8, 24, 35, 41, 46, 54, 64, 66, 76-79, 82, 84, 88, 89, 93, 94, 95 and 118 of Table A do not apply to the Company.
- 1.5 The Company is a private company and no shares or debentures of the Company may be offered to the public.

2. SHARE CAPITAL

- 2.1 The issued share capital as at the date of the adoption of these Articles is £3, divided into 3 ordinary shares of £1.00 each (Ordinary Shares).
- 2.2 All the said shares shall rank pari passu in all respects.

3. ALLOTMENT OF SHARES

- 3.1 Subject to the provisions of any agreement binding on the Company and subject to any directions contained in the resolution of the Company creating the same, 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 person and on such terms as the Directors think fit.

- 3.2 The directors are generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 for a period of five years from the date of adoption of these articles to allot all or any of the unissued shares of the Company. The maximum aggregate nominal amount of ordinary shares that may be allotted is the amount of authorised share capital of the Company at the date of the adoption of these Articles. This authority may be varied or revoked by ordinary resolution of the Company.
- 3.3 The directors are authorised in accordance with section 567 of the Companies Act 2006 to allot shares of the Company as if section 561 of the Companies Act 2006 did not apply to the allotment. This power will expire on the date the section 551 of the Companies Act 2006 authority to which it relates is revoked or (if not renewed) expires, except that the directors may after such date allot securities pursuant to any offer or agreement to do so made before such date.
- 3.4 Except as resolved by Special Resolution of the Company, all shares for the time being unissued, whether in the original or any increased capital of the Company, shall be offered in the first instance on 14 days' notice for subscription by the holders of the issued shares pro rata to the number of shares of the same class then held by them and thereafter to the holders of the other classes of shares pro rata to the number of other shares held by them on the same terms.

4. REDEEMABLE SHARES AND PURCHASE OF OWN SHARES

- 4.1 In accordance with and subject to the provisions of Part 17 of the Companies Act 2006 the Company may:
- (a) subject to any rights conferred on the holders of any other shares issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder;
 - (b) subject to any rights conferred on the holders of any class of shares purchase its own shares (including any redeemable shares);
 - (c) make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

5. LIEN

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.

6. **TRANSFER OF SHARES**

6.1 In this Article, the following words and phrases have the following meanings

Fair Value	means the fair market price which might reasonably be expected to be paid in an arm's length transaction;
Family Trusts	in relation to an individual shareholder, a trust or settlement set up wholly for the benefit of that individual shareholder (Settlor) and/or the Settlor's Privileged Relations;
Permitted Transfer	a transfer of Shares in accordance with Article 6.2;
Permitted Transferee	in relation to a shareholder, to any of his Privileged Relations, Family Trusts or to the trustees of those Family Trusts;
Privileged Relation	the spouse, widow or widower of a shareholder (and the shareholder's children and grandchildren (including step and adopted children), and step and adopted children of the shareholder's children)
Sale Shares	the shares specified or deemed to be specified for sale in a Transfer Notice or Deemed Transfer Notice
Transfer Notice	a notice in writing given by any shareholder to the Company where that shareholder desires, or is required by these Articles, to transfer (or enter into an agreement to transfer) any shares. Where such notice is deemed to have been served, it shall be referred to as a Deemed Transfer Notice.

6.2 A shareholder (the Original Shareholder) may transfer all or any of his or its Shares to a Permitted Transferee.

6.3 Where Shares are held by the trustees of a Family Trust, the trustees may transfer Shares:

- (a) to the Original Shareholder,
- (b) another Privileged Relation of the Original Shareholder,
- (c) another Family Trust of which the Original Shareholder is the Settlor, or

- (d) to the new (or remaining) trustees upon a change of trustees of a Family Trust,

without any price or other restriction

- (e) A transfer of Shares may only be made to a Family Trust if no costs incurred in connection with the setting up or administration of that Family Trust are to be paid by the Company.

6.4 If a Permitted Transfer is made to the spouse of the Original Shareholder, the Permitted Transferee shall within 90 days of ceasing to be the spouse of the Original Shareholder (whether by reason of divorce or otherwise) either:

- (a) execute and deliver to the Company a transfer of the Shares held by him to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them, or
- (b) give a Transfer Notice to the Company in accordance with this Article,

failing which a Deemed Transfer Notice shall be given in respect of the relevant Shares.

6.5 Where, under a deceased shareholder's will (or the laws as to intestacy), the persons legally or beneficially entitled to any Shares (whether immediately or contingently) are Privileged Relations of the deceased shareholder, the legal representative of the deceased shareholder may transfer any Shares to those Privileged Relations who are Permitted Transferees, in each case without restriction as to price or otherwise. Shares previously transferred as permitted by this Article 6.5 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without any price or other restriction.

6.6 Subject to Article 6.5, on the death, bankruptcy or liquidation of a Permitted Transferee (other than a joint holder), his personal representatives or trustee in bankruptcy shall execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee (without any price or other restriction) within 90 days after the date of the grant of probate or the making of the bankruptcy order. The transfer shall be to the Original Shareholder, if still living (and not bankrupt) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within 90 days of that period, or if the Original Shareholder has died or is bankrupt, the personal representative or trustee in bankruptcy shall be deemed to have given a Transfer Notice.

6.7 Except where the provisions relating to Permitted Transferees apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article.

6.8 A Seller shall, before transferring or agreeing to transfer any Shares, give a Transfer Notice to the Company specifying:

- (a) the number of Sale Shares,
- (b) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed transferee,
- (c) the price (in cash) per share at which he wishes to transfer the Sale Shares (which will be deemed to be Fair Value of the Sale Shares if no cash price is agreed between the Seller and the Board (Transfer Price)),

and the Fair Value of the Shares shall be determined by the Auditors for the time being of the Company acting as experts and not arbitrators and on the basis of on discount for a minority holding.

6.9 Once given (or deemed to have been given) under these Articles, a Transfer Notice may not be withdrawn.

6.10 A Transfer Notice appoints the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

6.11 As soon as practicable following the receipt of a Transfer Notice, the Board shall offer the Sale Shares for sale to the holders of Shares of the same class in the manner set out in Article 6.12. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

6.12 The Board shall offer the Sale Shares to all holders of shares of the same class other than the Seller, inviting them to apply in writing within 28 days of the date of the offer (First Offer Period) for the maximum number of Sale Shares they wish to buy.

If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each holder of the same class of Shares who has applied for Sale Shares in the proportion which his existing holding of Shares bears to the total number of Shares of that class held by those holders of shares of that class who have applied for Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a shareholder of more than the maximum number of Sale Shares that he has stated he is willing to buy.

6.13 If, at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications and shall offer the Initial Surplus Shares to holders of the other classes of Shares, inviting them to apply

in writing within 28 days of the date of the offer (Second Offer Period) for the maximum number of Initial Surplus Shares they wish to buy.

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of surplus Shares, the Board shall allocate the remaining surplus Shares to each such shareholder who has applied for surplus Shares in the proportion that his existing holding of Shares bears to the total number of Shares held by those shareholders who have applied for surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a shareholder of more than the maximum number of Initial Surplus Shares that he has stated he is willing to buy.

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications. The balance (Second Surplus Shares) shall be dealt with in accordance with Article 6.16.

6.14 If allocations under Article 6.12 and, if necessary, Article 6.13 have been made in respect of some or all of the Sale Shares, the Board shall give written notice of allocation (Allocation Notice) to the Seller and each shareholder to whom Sale Shares have been allocated (Applicant). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant, the amount payable by each Applicant for the number of Sale Shares allocated to him (Consideration) and the place and time for completion of the transfer of the Sale Shares (which shall be not more than 14 days after the date of the Allocation Notice).

6.15 On the service of an Allocation Notice, the Seller shall, against payment of the Consideration, transfer the Sale Shares allocated in accordance with the requirements specified in the Allocation Notice.

If the Seller fails to comply with the requirements of the Allocation Notice:

- (a) the Chairman of the Company (or, failing him, one of the other Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Seller:
 - (i) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;
 - (ii) receive the Consideration and give a good discharge for it; and

- (iii) (subject to the transfers being duly stamped) enter the Applicants in the register of members as the holders of the Shares purchased by them; and

- (b) the Company shall pay the Consideration into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

6.16 If an Allocation Notice does not relate to all of the Sale Shares then, subject to Article 6.17 and within 13 weeks following service of the Allocation Notice, the Seller may transfer any remaining Shares to any person at a price at least equal to the Transfer Price.

6.17 The Seller's right to transfer Shares under Article 6.16 does not apply if the Board reasonably considers that:

- (a) the transferee is a person (or a nominee for a person) who is a competitor with (or an Associate of a competitor with) the business of the Company; or
- (b) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee.

6.18 The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of Shareholders who, but for the waiver, would or might have been entitled to have such Shares offered to them in accordance with this Article.

7. PROCEEDINGS AT GENERAL MEETINGS

7.1 Regulation 40 of Table A shall be amended such that the word "two" in the second sentence is deleted and replaced with the word "three".

7.2 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved.

7.3 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

8. VOTES OF MEMBERS

8.1 Subject to any rights or restrictions attached to any shares and to any other provisions of these articles, on a show of hands every member present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder.

8.2 The following matters shall require the unanimous agreement of each holder of no less than one third of the Ordinary Shares:

8.2.1 any matter which is required to be passed as an ordinary or special resolution under the Act;

8.2.2 incurring any borrowings;

8.2.3 incurring any expenditure in excess of £100;

8.2.4 making any loan;

8.2.5 acquiring or disposing of any real estate;

8.2.6 declaring or paying any dividend;

8.2.7 engaging any professional advisers;

8.2.8 creating or permitting to be created any mortgage, charge, encumbrance or other security interest whatsoever on any asset or the Company's business in whole or in part or any of its shares; and

8.2.9 entering into any arrangement, contract or transaction outside the normal course of the Company's business or otherwise than on arm's length terms.

9. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (excluding alternate directors) may be any number not exceeding five. The minimum number of directors is one.

10. ALTERNATE DIRECTORS

10.1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in

determining whether a quorum is present. An alternate director shall not be subject to any share qualification.

- 10.2 An alternate director is entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his appointor's absence. But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK.
- 10.3 The appointment of an alternate director under these Articles shall not prejudice the right of the appointor to receive notices of and to attend and vote at meetings of the board and the powers of the alternate director shall automatically be suspended during such time as the director appointing him is himself present in person at a meeting of the board.
- 10.4 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company direct.

11. POWERS OF DIRECTORS

- 11.1 The directors may exercise all the Company's powers of borrowing without any limit on the amount for the time being remaining undischarged of moneys so borrowed or secured.

12. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 12.1 Each holder of no less than one third of the Ordinary Shares shall have the right to appoint (and to remove and/or replace the same) a director of the Company and any subsidiary of the Company.
- 12.2 Without prejudice to article 12.1, no person shall be appointed a director at any general meeting unless:
- (a) he is recommended by the directors; or
 - (b) not less than 14 or more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed.

- 12.3 Without prejudice to article 12.1, not less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors.
- 12.4 Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 12.5 Without prejudice to article 12.1, 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 the maximum number of directors set out at Article 8. Subject to the provisions of the Act a director may be appointed to hold office for such period or upon such terms as to the rotation of his retirement as the directors shall at the time of his appointment determine. A director appointed to hold office for any fixed period shall not during that period be subject to retirement by rotation or be taken into account in determining the rotation of retirement of directors.

13. DIRECTORS' APPOINTMENTS AND INTERESTS

- 13.1 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company.
- 13.2 The directors may also be paid, if the board so resolves, all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors or general meetings of the Company or in connection with the business of the Company.
- 13.3 There shall be added to Regulation 81 of Table A the following:
- (a) he ceases to hold any necessary share qualification or does not obtain the same within one calendar month from the date of his appointment.

14. DIRECTOR DECISION MAKING

- 14.1 The quorum necessary for the transaction of business may be determined by the Board and until otherwise determined shall be three persons, each being a Director or an alternate Director. A duly convened meeting of the Board at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions for the time being vested in or exercisable by the Board.
- 14.2 If a Director ceases to be a director at a Board meeting, he or she can continue to be present and to act as a director and be counted in the quorum until the end of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.
- 14.3 If a quorum is not present within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 5 Business Days at the same time and place. If a quorum is not present at any such adjourned meeting within 30 minutes of the time specified, then those eligible Directors present will constitute a quorum.
- 14.4 The transaction of business at a Board meeting shall be determined by unanimous agreement of those Directors present at the meeting.

15. PROCEEDINGS OF DIRECTORS

- 15.1 Subject to the provisions of the articles, the directors may regulate their proceedings as they see fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 15.2 A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.
- 15.3 Subject to disclosure in accordance with section 177 and section 182 of the Companies Act 2006, a director is entitled to vote at any meeting of the directors or of a committee of directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and in relation to any such resolution (whether or not he votes on the same) he is to be taken into account in calculating the quorum present at the meeting.

16. **NOTICES**

Regulation 114 of Table A shall be amended so that there shall be added "except that no person on whom ownership devolves as personal representative or trustee in bankruptcy of a member shall, unless and until they become members of the Company, be entitled to receive notices of meetings of the Company."

17. **INDEMNITY**

17.1 Subject to the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him *relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.*

17.2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs.