

Company Number : 01047681

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS
of
PEDIGREE WHOLESALE LIMITED

TUESDAY



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06/03/2012

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COMPANIES HOUSE


Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions

Resolutions proposed by the directors as special resolutions

1. That on the passing of this resolution the articles of association contained in the attached document are adopted as the new articles of association of the Company to the exclusion of, and in substitution for, the existing articles of association of the Company (and accordingly those provisions which, immediately before 1 October 2009, were contained in the Company's memorandum of association and by virtue of section 28 of the Companies Act 2006 would otherwise be treated as provisions of the Company's articles of association shall no longer apply to the Company).
2. That on the passing of this resolution each of the 90,000 issued ordinary shares of £1 each be converted into an A ordinary share of £1 each, having the rights set out in the articles of association adopted pursuant to resolution 1 above.

The undersigned, being the sole person entitled to vote on the above resolutions on the date of circulation of them by the Company, irrevocably votes in favour of them.

Gamston Kennels
& Farms Limited
Name



Signature

5/3/12
Date

NOTES

- 1 The date of circulation of the attached resolutions is 5th March 2012. Unless the resolutions are passed before the end of the period 28 days beginning with that date, they will lapse.
- 2 Please indicate your agreement to the resolutions by signing and dating this document where indicated above and returning it to the Company.

Company Number: 01047681

ARTICLES OF ASSOCIATION
OF
PEDIGREE WHOLESALE LIMITED

(Adopted by Special Resolution
dated 5th March 2012)

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COMPANY NUMBER: 01047681

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PEDIGREE WHOLESALE LIMITED

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

“A Ordinary Shares”	means A ordinary shares of £1 each in the capital of the Company;
“Act”	means the Companies Act 2006;
“Articles”	means the Company’s articles of association for the time being in force;
“B Ordinary Shares”	means B ordinary shares of £1 each in the capital of the Company;
“business day”	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
“Conflict”	has the meaning given in article 8.1;
“eligible director”	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter); and
“Model Articles”	means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles

shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Articles 5, 8, 9(1), 9(3), 13, 14(1), 14(2), 14(3), 14(4), 17(2), 21, 24(2)(c), 44(2), 52 and 53 of the Model Articles shall not apply to the Company.
- 1.9 Article 7 of the Model Articles shall be amended by:
 - (a) the insertion of the words "for the time being" at the end of article 7(2)(a); and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".

DIRECTORS

2 UNANIMOUS DECISIONS

- 2.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other (by any means specified in article 2.2) that they share a common view on a matter.
- 2.2 For the purposes of article 2.1 above, a director may communicate his view on a matter either by sending a signed written resolution to the other directors (and such original signed resolution may be sent

by e mail or other electronic means) or by stating his view at a meeting of the directors.

3 CALLING A DIRECTORS' MEETING

- 3.1 Any director may call a directors' meeting by giving reasonable notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 3.2 Notice of a directors' meeting shall be given to each director in writing (and for the avoidance of doubt, notices may be sent by e mail).
- 3.3 Notice of a directors' meeting shall be sent to each director at his usual workplace address (or e mail address), whether or not that address is in the United Kingdom.
- 3.4 Directors who are absent or intend to be absent from their usual place of work for a period of time may request in writing that notices of directors' meetings be sent to him at such address as may be notified by him to the Company for that purpose, but in the absence of such a request, it shall not be necessary to give notice of directors' meetings to such a director.

4 QUORUM FOR DIRECTORS' MEETINGS

The quorum for the transaction of business at a meeting of directors is any one eligible director.

5 CASTING VOTE AT DIRECTORS' MEETINGS

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote.

6 DELEGATION OF DIRECTORS' POWERS

- 6.1 Subject to these Articles, the directors may delegate any of the powers which are conferred on them under these Articles to any committee, provided that committee includes at least one director.
- 6.2 Subject to article 6.1, the directors may delegate any of the powers which are conferred on them under these Articles by such means, (including by power of attorney), to such extent, in relation to such matters and territories and on such terms and conditions as they think fit.
- 6.3 The directors may revoke any delegation in whole or in part, or alter its terms and conditions.

7 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way,

whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- 7.1 may be a party to, or otherwise interested in, any transaction or arrangement with Company or in which the Company is otherwise (directly or indirectly) interested;
- 7.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- 7.3 shall be entitled to vote at a meeting of directors (or a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- 7.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- 7.5 may be a director or other officer of, or employed by, or party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- 7.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit, nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

8 DIRECTORS' CONFLICTS OF INTEREST

- 8.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest (a "Conflict").
- 8.2 Any authorisation under this article will be effective only if.
 - (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - (b) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and

- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

8.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- (c) be terminated or varied by the directors at any time (but this will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation).

8.4 In authorising a Conflict, the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

- (a) disclose such information to the directors or to any director or other officer or employee of the Company; or
- (b) use or apply such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

8.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

8.6 Where the directors authorise a Conflict:

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and
- (b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided

he acts in accordance with such terms, limits and conditions (if any) as the directors may impose in respect of its authorisation.

- 8.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

9 RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

10 NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum or minimum.

11 APPOINTMENT AND REMOVAL OF DIRECTORS

- 11.1 Any person who is willing to act as a director of the Company, and is permitted by law to do so, may be appointed as a director of the Company:

- (a) by ordinary resolution; or
- (b) by a decision of the directors.

- 11.2 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have had a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

- 11.3 A person shall cease to be a director as soon as:

- (a) any of the circumstances set out in Model Article 18 apply; or
- (b) the holder(s) of a majority of the issued A Ordinary Shares in the Company remove him from office by written notice to the Company.

12 APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

- 12.1 Any director (other than an alternate director) may appoint any person (whether or not a director) to be an alternate director.

- 12.2 In the absence of the appointing director, his alternate may exercise the powers and carry out the responsibilities of his appointor in relation to the taking of directors' decisions
- 12.3 Any appointment or removal of an alternate director shall be made by notice in writing to the Company signed by the appointor, specifying the identity of the alternate director and (in the case of an appointment) containing a statement signed by the proposed alternate that he is willing to act as the alternate director of the appointor
- 12.4 Except as otherwise provided in these Articles, alternate directors
- (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be the agents of or for their appointors.
- 12.5 A person who is an alternate director, but not a director:
- (a) may be counted towards the quorum required for a directors' meeting;
 - (b) may participate in decisions of the directors (but only if his appointor is eligible to participate in relation to that decision and does not himself participate).
- 12.6 On any decision of the directors, in addition to his own vote, a director who is also an alternate director is entitled (in the absence of his appointor and provided his appointor is eligible to vote) to a separate vote on behalf of his appointor.
- 12.7 An alternate director's appointment terminates:
- (a) when the appointor revokes the appointment by notice in writing to the Company;
 - (b) when an event occurs in relation to the alternate which, if it occurred in relation to his appointor, would result in the termination of the appointor's appointment as a director; or
 - (c) when the alternate director's appointor ceases to be a director of the Company.

13 SECRETARY

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

DECISION MAKING BY SHAREHOLDERS

14 POLL VOTES

- 14.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.
- 14.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

15 PROXIES

- 15.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 15.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

SHARES

16 RIGHTS OF SHARES

The rights attaching to the shares in the Company are as follows:

16.1 As regards dividends:

Subject to the provisions of the Act, the holders of the A Ordinary Shares and the B Ordinary Shares shall be entitled to participate in dividends or other distributions as determined by the directors from time to time and for this purpose shall not be treated as one class so that a dividend or distribution may be declared on one class to the exclusion of the other and differing amounts may be declared in respect of each class.

16.2 As regards capital:

On a return of capital on liquidation or otherwise any surplus assets of the Company available for distribution among the members shall be distributed to the holders of all A Ordinary Shares in issue pro rata to the nominal value of such shares. The holders of the B Ordinary Shares shall have no rights to participate in such distribution in respect of those shares.

16.3 As regards voting:

The A Ordinary Shares shall entitle the holders thereof to receive notice of and to attend and vote at any general meeting of the

Company. The B Ordinary Shares shall not entitle the holders thereof to receive notice of and to attend and vote at any general meeting of the Company.

17 PARTLY PAID SHARES, LIENS AND FORFEITURE

- 17.1 It shall be permissible for the Company to issue partly paid shares.
- 17.2 The Company shall have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder of such shares or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company whether or not in respect of the shares in question.
- 17.3 Subject to the terms of allotment, the directors may make calls upon the members in respect of any sum unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made and all expenses that may have been incurred by the Company by reason of such non-payment.
- 17.4 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 17.5 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

18 ALLOTMENT OF SHARES

- 18.1 Subject to the remaining provisions of this Article 18, the Directors are generally and unconditionally authorised, for the purposes of section 551 of the Act, to exercise any power of the Company to:
- (a) offer or allot;
 - (b) grant rights to subscribe for or to convert any security into; and
 - (c) otherwise deal in, or dispose of,

any shares (or any options, warrants, conversion rights and all other rights to acquire or subscribe for shares) to any person, at any time and subject to any terms and conditions as the Directors think proper.

18.2 The authority referred to in Article 18.1:

- (a) shall be limited to a maximum nominal amount of £1 of B Ordinary Shares;
- (b) shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
- (c) may only be exercised for a period of 37 months from the Adoption Date.

18.3 The Company may, by ordinary resolution, authorise the directors to exercise any power of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into shares in the Company.

18.4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of shares made by the Company

18.5 Unless otherwise agreed by special resolution, if the Company proposes to allot any shares, those shares shall not be allotted to any person unless the Company has first offered them to all shareholders on the date of the offer on the same terms holding shares of the same class on a pari passu and pro rata basis to the number of shares of that class held by those holders (as nearly as possible without involving fractions). The offer:

- (a) shall be in writing, and shall be open for acceptance for a period of 15 business days from the date of the offer and shall give details of the number and subscription price of the relevant shares; and
- (b) may stipulate that any shareholder who wishes to subscribe for a number of shares in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess shares ("Excess Shares") for which he wishes to subscribe.

18.6 Any shares not accepted by shareholders pursuant to the offer made to them in accordance with article 18.5 shall be used for satisfying any requests for Excess Shares made pursuant to article 18.5(b). If there are insufficient Excess Shares to satisfy such requests, the Excess Shares shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with article 18.5 (as nearly as possible without involving fractions or increasing the number of Excess Shares allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Shares

remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the shareholders.

- 18.7 No shares shall be allotted to any employee, director, prospective employee or director unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

19 ALTERATION OF SHARE CAPITAL

- 19.1 Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.
- 19.2 Upon any consolidation of fully paid shares into shares of larger amount the directors may settle any difficulty which may arise with regard thereto and in particular may as between the holders of shares so consolidation determine which shares are consolidated into each consolidated share and in the case of any shares registered in the name of another holder (or joint holders) may make arrangements for the allocation, acceptance or sale of the consolidated share and for the distribution of any money received in respect thereof.

ADMINISTRATIVE ARRANGEMENTS

20 MEANS OF COMMUNICATION TO BE USED

- 20.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 20.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

21 INDEMNITY

- 21.1 Subject to article 21.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act,

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment 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, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 21.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 21.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 21.3 In this article (and article 20):

- (a) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including a company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor

(whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor); and

- (b) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

22 INSURANCE

22.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

22.2 In this article:

- (a) a “**relevant officer**” shall have the meaning given in article 21 3(a);
- (b) a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.