

COMPANY NUMBER: 05677303

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

Written resolution of

PRO ATHLETE SUPPLEMENTATION LIMITED (the Company)

CIRCULATED ON 13 July 2021 (Circulation Date)

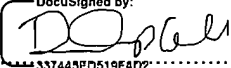
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as a special resolution:

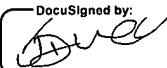
SPECIAL RESOLUTION

That the rights attached to the ordinary A shares be varied in accordance with a deed of variation to be entered into between the shareholders of the Company, a copy of which is annexed at Appendix 1.

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

We, the undersigned, being the holders of A ordinary shares in the capital of the Company, were at the time the resolution was circulated entitled to vote on the resolution and irrevocably agree to the resolution.

Signed	 <small>DocuSigned by: 337445FD519F4D2...</small>
Darren Campbell	
Date	13 July 2021

Signed	 <small>DocuSigned by: 3E05C479E9CC422...</small>
Jonathan Williams	
Date	13 July 2021



EXPLANATORY NOTES FOR SHAREHOLDERS

- 1 If you agree to the resolution, please signify your agreement by signing and dating this document where indicated above and returning it to the Company
- 1.1 **BY E-MAIL:** by attaching a scanned copy of the signed document to an e-mail and sending it to Jonathan Williams (jon@pas-nutrition.co.uk) or, if scanning of a signed document is not possible, by sending an e-mail to (jon@pas-nutrition.co.uk) stating the agreement to the resolution in the text of the e-mail. Please enter "For the attention of Jonathan Williams" in the e-mail subject box.

If you do not agree to the above resolution, you do not need to do anything.
- 2 Once you have signified your agreement to the resolution, you may not revoke your agreement.
- 3 Unless, within 28 days of the Circulation Date, sufficient agreement has been received for the resolution to be passed, it will lapse. If you agree to the resolution, please ensure that signification of your agreement reaches us before or on this date.
- 4 Sufficient agreement will have been reached to pass an ordinary resolution if eligible members (ie, members who were entitled to vote at the time the resolution was circulated) representing a simple majority of the total voting rights of eligible members signify their agreement to it. Sufficient agreement will have been reached to pass a special resolution if eligible members representing not less than 75% of the total voting rights of eligible members signify their agreement to it.

Dated

2021

(1) JONATHAN DAVID WILLIAMS

(2) DARREN ANDREW CAMPBELL

(3) JAMES WILLIAM HOOK

(4) SAM KENNEDY WARBURTON

(5) KEVIN WALKER

(6) PRO ATHLETE SUPPLEMENTATION LIMITED

(7) DAVID HUGH JONES

(8) SME INVESTMENT PARTNERS LIMITED

DEED OF VARIATION

THIS DEED is dated

2021

BETWEEN

- (1) **JONATHAN DAVID WILLIAMS** of 23 Lakeside, Tredegar, NP22 3BL;
- (2) **DARREN ANDREW CAMPBELL** of 77 Risca Road, Rogerstone, Gwent, NP10 9GD;
- (3) **JAMES WILLIAM HOOK** of 27 Brynfield Road, Llangland, Swansea, SA3 4SX;
- (4) **SAM KENNEDY WARBURTON** of 17 Heol y Bryn, Rhiwbina, Cardiff, CF14 6HX;
- (5) **KEVIN WALKER** of 5 Brandreth Gardens, Penylan, CF23 5NJ;
- (6) **PRO ATHLETE SUPPLEMENTATION LIMITED**, a company incorporated and registered in England and Wales with company number 05677303 whose registered office is at Unit 25 Heads Of The Valley Industrial Estate, Rhymney, Blaenau Gwent, NP22 5RL (the "**Company**"); and
- (7) **DAVID HUGH JONES** of Knights Rest, Princes Gate, Narbeth, SA67 8TE and **SME INVESTMENT PARTNERS LIMITED**, a company incorporated and registered in England and Wales with company number 13032618 whose registered office is at The Business Centre Miskin Manor, Pendoylan Road, Talbot Green, United Kingdom, CF72 8ND (each a "**New Shareholder**" and together the "**New Shareholders**").

BACKGROUND

- (1) This Deed is supplemental to the Contract (as defined below).
- (2) In accordance with clause 20 of the Contract, each party has agreed to amend the Contract as set out in this Deed.

THE PARTIES AGREE

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

Contract means the shareholders' agreement entered into by the parties and dated on or around 10 May 2017; and

Effective Date means in respect of each New Shareholder, the date such New Shareholder's name is noted in the statutory registers of the Company.

- 1.2 Unless otherwise provided, the words and expressions defined in, and the rules of interpretation of, the Contract shall have the same meaning and effect in this Deed.

2 AMENDMENTS TO THE CONTRACT

- 2.1 The parties agree to amend the Contract by:

- 2.1.1 inserting the following clause after clause 5 but before clause 6 of the Contract:

'5A. A SHARES

- 5A.1 Each Shareholder holding A Shares shall be entitled to be appointed to the Board or shall be entitled to appoint a person to the Board.
- 5A.2 A party may appoint a director, and remove a director whom it appointed, by giving notice in writing to the Company and to the director being removed, in the case of removal of a director. The appointment or removal takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date. Each party will consult with the other prior to any appointment or removal of a director.
- 5A.3 The party removing a director shall indemnify and keep indemnified the Company against any claim connected with the director's removal from office.
- 5A.4 Other than pursuant to this clause 5A, no other appointments to the Board shall be made without the prior written consent of all of the Shareholders holding A Shares from time to time.
- 5A.5 The Company shall not declare, pay or make any dividend or other distribution without the prior written consent of all of the Shareholders holding A Shares from time to time.'

3 VARIATION DATE

The parties agree that the amendments set out in this Deed shall have immediate effect.

4 CONTRACT IN FULL FORCE AND EFFECT

This Deed is supplemental to the Contract and, subject to the amendments described in this Deed, the Contract shall remain in full force and effect.

5 CONFIRMATION AND INCORPORATION

The parties further agree and declare that the terms of the Contract, except as varied by this Deed, are confirmed as if the same were set out in this Deed in full, and that such terms as so varied shall for all purposes (including, without limitation, for the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989) be deemed incorporated in this Deed.

6 NEW SHAREHOLDERS

- 6.1 Each New Shareholder confirms that it has been supplied with a copy of the Contract and this Deed. The New Shareholders and the parties to this Deed undertake with each other that, with from the Effective Date, each New Shareholder shall assume all of the rights under the Contract granted to holders of the same class of Shares as those that are transferred to the New Shareholders and each shall observe, perform and be bound by the provisions of the Contract (as varied from time to time) that contain obligations on holders of the same class of Shares as those that are transferred to the New Shareholders as though each New Shareholder was an original party to the Contract as a Shareholder.

7 GOVERNING LAW

This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

8 JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection

with, this Deed, its subject matter or formation (including non-contractual disputes or claims).

EXECUTED AS A DEED by the parties and delivered on the date set out at the head of this Deed

Signed as a DEED by **DARREN ANDREW CAMPBELL**

in the presence of:

.....

Witness Signature

Witness Name

Witness Address

Occupation

Signed as a DEED by **JONATHAN DAVID WILLIAMS**

in the presence of:

.....

Witness Signature

Witness Name

Witness Address

Occupation

Signed as a DEED by **JAMES WILLIAM HOOK**

in the presence of:

.....

Witness Signature

Witness Name

Witness Address

Occupation

Signed as a DEED by **SAM KENNEDY Warburton**

in the presence of:

.....

Witness Signature

Witness Name

Witness Address

Occupation

Signed as a DEED by **KEVIN WALKER**

in the presence of:

.....

Witness Signature

Witness Name

Witness Address

Occupation

Signed as a DEED by **PRO ATHLETE SUPPLEMENTATION LIMITED**

acting by in the presence of:

.....

Witness Signature

Witness Name

Witness Address

Occupation

Signed as a DEED by **DAVID HUGH JONES**

in the presence of:

.....

Witness Signature

Witness Name

Witness Address

Occupation

Signed as a DEED by **SME INVESTMENT PARTNERS LIMITED**

acting by in the presence of:

.....

Witness Signature

Witness Name

Witness Address

Occupation