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COMPANIES HOUSE

Company number: 03169837

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

FIRSTCAST LIMITED

(the "Company")

CIRCULATION DATE: 21 November 2016

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 (respectively) ordinary resolutions and special resolutions (together the Resolutions) For the purposes of the Resolutions, the term Relevant Documents means each of the documents detailed in Schedule 1 to these resolutions

#### ORDINARY RESOLUTIONS

- 1 THAT the terms of, and the transactions contemplated by, each of the Relevant Documents be and are hereby approved.
- 2 THAT the entry into by the Company of the Relevant Documents will promote the success of the Company for the benefit of its members as a whole
- 3 THAT the directors of the Company have the authority to approve the terms of, and the transactions contemplated by, the Relevant Documents and any related or ancillary documents
- 4 THAT the directors of the Company be and are hereby authorised and directed to pass and to implement such resolutions as they think fit in connection with the Company's entry into, and the performance of its obligations under, each of the Relevant Documents and in each case all related and ancillary matters.
- 5 THAT the directors of the Company be authorised and directed to execute and deliver each of the Relevant Documents and any other documents, instruments or notices in connection therewith
- 6 THAT any conflict of interest as disclosed by any director, whether under or pursuant to section 177 and section 182 of the Companies Act 2006 or otherwise, be and is approved and authorised and any provision of the articles of association of the Company (if any) which would otherwise prevent any director from being able to act, vote or enter into the Relevant Documents or any other documents, instruments or notices in connection therewith is disapplied
- 7 THAT the Company's entry into any of the Relevant Documents prior to the Circulation Date is irrevocably and unconditionally ratified and approved and the execution, performance and delivery of any such Relevant Document is hereby ratified and approved.

#### SPECIAL RESOLUTIONS

- 1 **THAT** the memorandum of association of the Company be amended by inserting the following provisions after 3(x):

3(y) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as foresaid).

3(z) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance of the Company of any obligation or liability it may undertake or which may become binding on it

2. **THAT** the articles of association of the Company be amended by inserting the following provision after the existing Article 13 as a new Article 14

**"14 Share transfers in connection with Secured Institutions**

- 14 1 Notwithstanding anything contained in these Articles, the directors of the Company (a) may not decline and shall promptly register any transfer of shares and (b) may not suspend any registration thereof, in each case where such transfer is -

(i) to a bank, building society or institution to which such shares have been charged by way of security (whether as lender, or agent and trustee for a group of banks, building societies or institutions or otherwise) or to any nominee or any transferee of such a bank, building society or institution (a "**Secured Institution**"), or

(ii) delivered to the Company for registration by a Secured Institution or its nominee in order to register the Secured Institution or its nominee or transferee as legal owner of the shares;

(iii) executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security, or

(iv) executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee or transferee, under any such security,

and furthermore, notwithstanding anything to the contrary contained in these Articles

(v) no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or to its nominee or transferee,

- (vi) no Secured Institution or its nominee or transferee, and
- (vii) no receiver or manager appointed by or on behalf of any Secured Institution or its nominee or transferee,

shall be required to offer the shares which are or are to be the subject of any such transfer to the members or shareholders for the time being of the Company or any of them, and no such member or shareholder shall have any right under these Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not

No resolution shall be proposed or passed the effect of which would be to delete or amend this Article 14 unless not less than 21 days' written notice thereof shall have been given to any such Secured Institution by the Company."

- 3 The articles of association of the Company be amended by inserting the following provision as a new Article 15

**\*15      Lien**

15.1 Notwithstanding anything contained in these Articles, the first and paramount lien in Article 4 shall not apply where any such shares have been mortgaged or charged by way of security, in which event such lien shall rank behind any such security.

15.2 No resolution shall be proposed or passed the effect of which would be to delete or amend this Article 15 unless not less than 21 days' written notice thereof shall have been given to the holder of any mortgage or charge referred to in Article 15.1 by the Company "

## AGREEMENT

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

I, the undersigned, being the sole member of the Company entitled to vote on the Resolutions as at the Circulation Date and the date below, hereby irrevocably agree to the Resolutions

Signed by a duly



authorised director for

**Aldwych (Manchester)  
Limited**

Date: 21/11/2016

Signed by a  
duly



authorised director for

**Aldwych Group Limited**

Date: 21/11/2016

## **NOTES**

**1 You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only one or some of them. If you agree with all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand to David Feltham or by post to David Feltham at the Company's registered office**

**2. You may not return the Resolutions to the Company by any other method**

**3 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.**

**4. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement**

**5 Unless, by the date falling 28 days from the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date**

**6 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**

**7 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.**

## **SCHEDULE 1**

### **RELEVANT DOCUMENTS**

- 1      A debenture from the Company in favour of Nationwide Building Society (the Lender) containing fixed and floating charges over all of its assets**
- 2.      A legal charge from the Company in favour of the Lender**
- 3.      An unlimited cross corporate guarantee from, amongst others, the Company in favour of the Lender.**
- 4.      An assignment of rental income from the Company in favour of the Lender.**
- 5.      A duty of care deed between the Company, the Lender, Feltham Management Limited and Aldwych (Manchester) Limited (Parent)**
- 6.      An intra-group loan agreement between the Parent (as lender) and the Company (as borrower)**
- 7.      An officer's certificate from a director of the Company in favour of the Lender**