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BURGESS SOLICITORS LLP

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Company No 05502438

THE COMPANIES ACT 2006

THURSDAY



A08 *A316ASIP* #157
09/10/2014
COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

FAIRHOLD HOMES INVESTMENT (NO.9) AL LIMITED
(the "Company")

Circulation Date

23 September 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose the following Written Resolutions in the case of resolution numbered 1 as a Special Resolution and in the case of resolutions numbered 2 and 3 as Ordinary Resolutions

SPECIAL RESOLUTION

- 1 THAT the regulations contained in the printed document attached to this Written Resolution be and they are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing articles of association and memorandum of association

ORDINARY RESOLUTION

- 2 THAT
- (a) the 5,000,000 A ordinary shares of £0 01 each in the capital of the Company be and they are hereby reclassified as ordinary shares of £0 01 each in the capital of the Company, and
 - (b) the 5,000,000 B ordinary shares of £0 01 each in the capital of the Company be and they are hereby reclassified as ordinary shares of £0 01 each in the capital of the Company
- 3 THAT the directors be generally and are hereby unconditionally authorised for the purposes of section 551 of the 2006 Act to exercise all the powers of the Company to
- (a) allot class A debt release shares in the capital of the Company or to grant rights to subscribe for, or convert any securities into, class A debt release shares in the capital of the Company up to an aggregate nominal amount of £2, and
 - (b) allot class B debt release shares in the capital of the Company or to grant rights to subscribe for, or convert any securities into, class B debt release shares in the capital of the Company up to an aggregate nominal amount of £2

This authority is in substitution for any existing authority to allot class A debt release shares and class B debt release shares in the capital of the Company or grant rights in accordance with section 80 of the Companies Act 1985 or section 551 of the 2006 Act and shall expire on the fifth anniversary of the date of the passing of this resolution save that the Company may before that expiry make offers or agreements which would or might require class A debt release shares or class B debt release shares in the capital of the Company to be allotted or rights to subscribe for or convert any security into class A debt release shares or class B debt release shares in the capital of the Company to be granted after that expiry

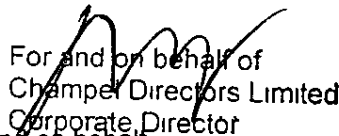
Please read the Notes overleaf before signifying your agreement to the Written Resolutions

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, I, the undersigned, being an eligible member of the Company who would have been entitled to vote on the resolutions set out above on the Circulation Date stated above hereby irrevocably agree to the Written Resolutions in the case of resolution numbered 1 as a Special Resolution and in the case of resolutions numbered 2 and 3 as Ordinary Resolutions



For and on behalf of
Florissant Global Limited
Corporate Director

Duly authorised signatory for and on behalf
of Bessina Investments Limited



For and on behalf of
Chamber Directors Limited
Corporate Director

7 OCTOBER 2014

Date of Signature

Duly authorised signatory for and on behalf
of Denotewell Limited

Date of Signature

Signature of William Procter

Date of Signature

This authority is in substitution for any existing authority to allot class A debt release shares and class B debt release shares in the capital of the Company or grant rights in accordance with section 80 of the Companies Act 1985 or section 551 of the 2006 Act and shall expire on the fifth anniversary of the date of the passing of this resolution save that the Company may before that expiry make offers or agreements which would or might require class A debt release shares or class B debt release shares in the capital of the Company to be allotted or rights to subscribe for or convert any security into class A debt release shares or class B debt release shares in the capital of the Company to be granted after that expiry

Please read the Notes overleaf before signifying your agreement to the Written Resolutions.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, I, the undersigned, being an eligible member of the Company who would have been entitled to vote on the resolutions set out above on the Circulation Date stated above hereby irrevocably agree to the Written Resolutions in the case of resolution numbered 1 as a Special Resolution and in the case of resolutions numbered 2 and 3 as Ordinary Resolutions

Duly authorised signatory for and on behalf
of Bessina Investments Limited

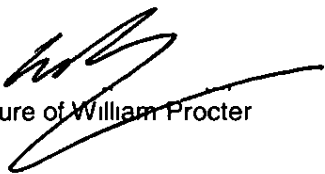
Date of Signature



7 OCTOBER 2014

Duly authorised signatory for and on behalf
of Denotewell Limited

Date of Signature



Signature of William Procter

7 OCTOBER 2014

Date of Signature

Notes

- 1 You can choose to agree to all of the proposed Written Resolutions or none of them but you cannot agree to only some of them
- 2 If you agree to the proposed Written Resolutions please sign and date this document overleaf on the dotted line where indicated and return it to the Company using one of the following methods, in each case by no later than 5pm on the date 28 days after the Circulation Date stated overleaf by hand or by post to the Company's registered office at Molteno House, 302 Regents Park Road, Finchley, London N3 2JX
- 3 If you do not agree to the Written Resolutions you do not need to do anything You will not be deemed to agree if you fail to reply
- 4 The Written Resolutions will lapse if the agreement of the required majority of eligible members is not received by the Company by 5pm on the date 28 days after the Circulation Date stated overleaf If the Company does not receive this signed document from you by this date and time it will not be counted in determining whether the Written Resolutions are passed
- 5 The Written Resolutions are passed on the date and time that the Company receives the agreement of the required majority of eligible members The required majority for an Ordinary Resolution is eligible members representing a simple majority of the total voting rights of eligible members The required majority for a Special Resolution is eligible members representing not less than 75% of the total voting rights of eligible members
- 6 You may not revoke your agreement to the Written Resolutions once you have signed and returned this document to the Company
- 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

No 05502438

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

FAIRHOLD HOMES INVESTMENT (NO 9) AL LIMITED

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1 PRELIMINARY

1.1 In these articles

- (a) **"Act"** means the Companies Act 2006,
- (b) **"Class A Debt Release Shares"** means the class A debt release shares of £1.00 each of the company having the rights set out in Article 4,
- (c) **"Class B Debt Release Shares"** means the class B debt release shares of £1.00 each of the company having the rights set out in Article 4,
- (d) **"Issue Price"** means the amount paid up or credited as paid up (including any premium on issue) on the Shares concerned or the amount paid by way of purchase price on the acquisition of the Shares concerned (as appropriate),
- (e) **"Model Articles"** means the model articles set out in Schedule 1 to the Companies (Model Articles) Regulations 2008 as in force on the date when these articles become binding on the company. The articles contained in the Model Articles shall, except where they are excluded or modified by these articles, apply to the company,
- (f) **"Ordinary Shares"** means the ordinary shares of £0.01 each of the company having the rights set out in Article 4,
- (g) **"Sale"** means the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of over 50 per cent of the Ordinary Shares in issue and for the purposes of this definition "disposal" shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement, and
- (h) **"Shares"** means the Ordinary Shares, Class A Debt Release Shares and Class B Debt Release Shares (each of these being a **"Share"**)

1.2 Model Articles 2, 12(4), 14, 15, 26(5), 52 and 53 shall not apply to the company but the articles hereinafter contained and the remaining articles of the Model Articles, subject to the modifications hereinafter expressed, shall constitute the articles of the company

1.3 Save as expressly stated otherwise, words and expressions defined in the Model Articles shall (unless the context otherwise requires) bear the same meanings in these articles. The headings are inserted for convenience only and shall not affect the construction of these articles

2 LIABILITY OF MEMBERS

- 2 1 The liability of the members is limited to the amount, if any, unpaid on the shares in the company held by them

SHARES

3 EXCLUSION OF STATUTORY PRE-EMPTION RIGHTS

- 3 1 Section 561 of the Act shall not apply to the allotment by the company of any equity security

4 SHARE RIGHTS

4 1 Dividends

- (a) Subject to the requirements of the Act and after having made prudent allowance for working capital, the Company shall pay to the holders of the Class B Debt Release Shares in priority to the dividends on any other class of Share a preferential net cash dividend of all Net Profits (as defined below) available for distribution for each relevant financial period of the Company until the holders of the Class B Debt Release Shares have received an amount equal to £100,000 (the "**Participating Preferred Dividend**"),

"**Net Profits**" means the net consolidated profit of the company on ordinary activities calculated on the historical cost accounting basis and in accordance with the accounting practices, policies and bases of the company, consistently applied, which are generally accepted in the United Kingdom and as shown in the audited consolidated profit and loss account of the company for the relevant financial year

- (A) before provision for, or deducting the amount of, any dividends payable on any Share or any other distribution,
- (B) before provision for the transfer of any sum to reserve or writing off or amortisation of goodwill, and
- (C) before deducting corporation tax (and any other tax levied upon or measured by reference to profits or gains) on such profits (including deferred tax),

and thereafter the Class B Debt Release Shares shall rank *pari passu* in all respect with the Class A Debt Release Shares and the Ordinary Shares as to dividends in accordance with Article 4 1(b) below

- (b) Subject to the payment of the Participating Preferred Dividend, any remaining profits which the company determines to distribute in respect of any financial year shall be distributed amongst the holders of the Class B Debt Release Shares, the Class A Debt Release Shares and the Ordinary Shares then in issue pari passu according to the number of such Shares held by them respectively as if such Shares constituted one class of Share

4.2 Capital

On a return of capital on liquidation or capital reduction or otherwise, the surplus assets of the company remaining after the payment of its liabilities shall be applied as follows

- (a) firstly, in paying to each holder of Class B Debt Release Shares, first, any Participating Preferred Dividend which has been declared but is unpaid and, secondly, an amount equal to the Issue Price of each Class B Debt Release Share held by it,
- (b) secondly, in paying to each holder of Class A Debt Release Shares and Ordinary Shares first, any dividends thereon which have been declared but are unpaid and, secondly, an amount equal to the Issue Price of each Class A Debt Release Share and Ordinary Share held by it, and
- (c) thereafter, in distributing the balance of such assets amongst the holders of the Class B Debt Release Shares, the Class A Debt Release Shares and the Ordinary Shares (pari passu as if they constituted one class of Share) in proportion to the numbers of Class B Debt Release Shares, the Class A Debt Release Shares and the Ordinary Shares held by them respectively

4.3 Sale

In the event of a Sale, the proceeds of such Sale shall be distributed in the order of priority set out in Article 4.2 and the directors shall not register any transfer of Shares if the proceeds of the Sale are not so distributed

4.4 Voting

The holders of the Class B Debt Release Shares, the Class A Debt Release Shares and the Ordinary Shares shall have the right to receive notice of and attend and speak at any general meeting of the company. Each Ordinary Share shall confer on its holder the right to cast one vote if present in person, by proxy or by representative on a show of hands or on a poll. The Class B Debt Release Shares and the Class A Debt Release Shares shall not confer on their holders any right to vote at any general meeting of the company but each Class B Debt Release Share and each Class A Debt Release Share shall confer on its holder the right to cast one vote if present in person, by proxy or by

representative on a show of hands or on a poll at any class meeting of the holders of the Class B Debt Release Shares and the Class A Debt Release Shares respectively

DIRECTORS

5 CHANGE OF NAME

- 5 1 Subject to the provisions of these articles, the directors may, by way of a resolution passed at any meeting of the board, change the name of the company

6 CHAIRING OF DIRECTORS MEETING

- 6 1 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors may appoint one of themselves to chair it

7 ALTERNATE DIRECTORS

- 7 1 Any director (other than an alternate director) may at any time appoint any other director or any other person who is willing to act to be his alternate director Any director may at any time remove from office an alternate director appointed by him
- 7 2 An alternate director shall (subject to his giving the company an address for the purpose of communications in electronic form at which notices may be served on him) be entitled to receive notice of all meetings of the directors and of committees of which his appointor is a member and (in the absence of his appointor) to attend and vote as a director and be counted in the quorum at any such meeting and generally (in the absence of his appointor) to perform all the functions of his appointor as a director
- 7 3 An alternate director may represent more than one director An alternate director shall have one vote for each director for whom he acts as alternate (in addition, if he is a director, to his own vote) but he shall count as only one for the purpose of determining whether a quorum is present
- 7 4 An alternate director shall not be entitled to receive any remuneration from the company in respect of his appointment as an alternate director except only such part (if any) of the remuneration otherwise payable to his appointor as his appointor may by notice in writing to the company from time to time direct
- 7 5 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the company and to be repaid expenses and to be indemnified to the same extent as if he were a director

8 APPOINTMENT AND REMOVAL OF DIRECTORS BY MAJORITY

- 8 1 Any member holding, or any shareholders holding in aggregate, more than one half of the issued ordinary shares of the company shall have the power from time to time and at any time to appoint any person to be a director (either to fill a vacancy or as an additional director) and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing delivered to the company's registered office and signed by the member or shareholders appointing or removing such director or in the case of a member being a corporation signed on its behalf by one of its directors or its secretary or by its duly appointed attorney or duly authorised representative and shall take effect immediately upon delivery to the office.

9 DIRECTORS' GRATUITIES AND PENSIONS

- 9 1 The directors may exercise all the powers of the company to provide benefits whether by the payment of gratuities, pensions or other retirement, superannuation, death or disability benefits of any kind or other allowances or benefits to any individuals (including their relations, dependants and people connected with them) who are or were at any time directors of the company or any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or any such subsidiary. The directors may contribute to any fund or scheme and pay premiums to a third party for the purchase or provision of any such benefit.
- 9 2 A director or former director shall not be accountable to the company or the shareholders for any benefit of any kind conferred under or pursuant to this article 9.

10 DIRECTORS' POWERS TO AUTHORISE CONFLICTS OF INTEREST

- 10 1 The board of directors shall, for the purposes of section 175 of the Act, have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company.
- 10 2 Authorisation of a matter under this article 10 shall be effective only if
- (a) any requirement as to the quorum at the meeting of the board at which the matter is considered is met without counting the director in question and any other interested director (together the "interested directors"), and
 - (b) the matter was agreed to without the interested directors voting or would have been agreed to if the votes of the interested directors had not been counted.
- 10 3 Any authorisation of a matter under this article 10

- (a) may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised
- (b) shall be subject to such conditions or limitations as the board may determine, whether at the time such authorisation is given or subsequently,
- (c) may be terminated or suspended by the board at any time

provided always that any such termination or suspension or the imposition of any such conditions or limitations will not affect anything done by the director concerned prior to such event in accordance with the relevant authorisation

10 4 A director shall comply with the terms of any such authorisation and with any policies or procedures dealing with conflicts of interest which are from time to time approved by the board

10 5 Articles 10 1 to 10 4 (inclusive) shall not apply to any interest permitted under article 11

11 DIRECTORS' PERMITTED INTERESTS

11 1 Subject to compliance with article 11 3 a director notwithstanding his office may

- (a) be a party to, or otherwise interested in, any proposed or existing contract, transaction or arrangement with a relevant company,
- (b) hold any other office or place of profit with any relevant company (except that of auditor) in conjunction with his office of director on such terms, including as to remuneration, as the directors may determine,
- (c) alone, or through a firm with which he is associated, do paid professional work (except as auditor) for any relevant company and be entitled to remuneration for professional services as if he were not a director,
- (d) be a director or other officer or trustee or representative of, employed by, a partner or a member of, or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested in, any relevant company,
- (e) have any interest which has been authorised by an ordinary resolution of the company, subject to any terms or conditions applicable to such authorisation under or pursuant to such resolution

11 2 For the purposes of article 11 1 a "**relevant company**" means

- (a) the company, the ultimate holding company of the company and all subsidiaries and subsidiary undertakings of that holding company, or

- (b) any other body corporate promoted by the company or in which the company is otherwise interested

11 3 Subject to article 11 4, a director shall declare the nature and extent of any interest permitted under article 11 1 at a meeting of the board or in the manner set out in section 184 or section 185 of the Act (irrespective of whether the interest is in a transaction or arrangement with the company and whether he is under a duty under the Act to make such a declaration) or in such other manner as the board may lawfully determine

11 4 No declaration of an interest shall be required by a director

- (a) in relation to an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest, or
- (b) in relation to an interest of which the director is not aware or where the director is not aware of the contract, transaction or arrangement in question (and for these purposes, the director concerned is treated as aware of anything of which he ought reasonably to be aware),
- (c) if, or to the extent that, the other directors are already aware of such interest (and for these purposes, the other directors are treated as aware of anything of which they ought reasonably to be aware), or
- (d) if, or to the extent that, it concerns the terms of his service contract

11 5 If a director has an interest which is permitted under Article 11 1 he shall comply with any policies or procedures dealing with conflicts of interest and with any specific terms relating to that director which are (in each case) from time to time approved by the board

12 PROVISIONS APPLYING TO AUTHORISED CONFLICTS AND PERMITTED INTERESTS

12 1 A director shall not by reason of his holding office as director (or of any fiduciary relationship established by holding that office), be accountable to the company for any benefit, profit or remuneration which he or any person connected with him derives from any matter authorised under article 10 or any interest permitted under article 11

12 2 No contract, transaction or arrangement relating to any matter authorised under article 10 or any interest permitted under article 11 shall be liable to be avoided by virtue of such authorised matter or permitted interest

12 3 Subject to any terms imposed by the board and/or to any policies or procedures dealing with conflicts of interests which are from time to time approved by the board, a director

shall be under no obligation to disclose to the company any information which he obtains or has obtained otherwise than as a director of the company and in respect of which he owes a duty of confidentiality to another person in relation to any matter authorised under article 10 or any interest permitted under article 11

- 12 4 Article 12 3 is without prejudice to any equitable principle or rule of law which may excuse a director from disclosing information where these articles would otherwise require him to do so

13 PROCEEDINGS OF DIRECTORS

- 13 1 Subject to any terms imposed by the board and/or to any policies or procedures dealing with conflicts of interests which are from time to time approved by the board, a director

(a) shall be counted in the quorum for and shall be entitled to attend and vote at any meeting of the board in relation to

(i) any proposed or existing contract, transaction or arrangement with the company in which he is interested and which is permitted under article 11 1(a)

(ii) any resolution relating to a matter authorised under article 10 or any interest which is permitted under article 11 1, and/or

(b) may, where he reasonably believes that any actual or potential conflict of interest arising out of any matter authorised under article 10 or any interest permitted under article 11 exists

(i) absent himself from any meeting of the board (or part of any meeting) at which any such matter or interest will or may be discussed, and/or

(ii) make arrangements not to receive or review documents or information relating to any such matter or interest and/or for such documents or information relating to any such matter or interest to be received and reviewed by a professional adviser

DECISION – MAKING BY SHAREHOLDERS

14 PROCEEDINGS AT GENERAL MEETINGS

- 14 1 Model Article 41(1) shall be modified by the insertion at the end of that regulation of the following sentence "If at any adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding that meeting, the meeting shall be dissolved "

14 2 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote Model Article 44 shall be modified accordingly

14 3 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have

ADMINISTRATIVE ARRANGEMENTS

15 NOTICES

15 1 If a notice or other document is sent by post, it shall be deemed to have been served or delivered twenty-four hours after it was posted or (where second class post is used) forty-eight hours after it was posted Proof that an envelope containing the notice or document was properly addressed, stamped and put into the post shall be conclusive evidence that the notice was given Any notice or other document not sent by post but delivered or left at a registered address or address for service in the United Kingdom shall be deemed to have been served or delivered when it was so delivered or left A notice or other document sent in electronic form shall be deemed to have been served or delivered at the time it was sent Proof that a notice or other document in electronic form was sent in accordance with guidance issued from time to time by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given

16 RIGHT TO INDEMNITY

16 1 If and only to the extent permitted by law, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the company may, if the board so determines, indemnify out of its own funds

- (a) every relevant officer against all costs, charges, losses, expenses and liabilities incurred by him
 - (i) in connection with any negligence, default, breach of duty or breach of trust by him in relation to the company or an associated company,
 - (ii) in performing his duties, and/or
 - (iii) in exercising his powers, and/or
 - (iv) in claiming to perform his duties or exercise his powers, and/or
 - (v) otherwise in relation to or in connection with his duties, powers or office, and

- (b) every relevant officer, where the company or associated company acts as a trustee of an occupational pension scheme, against any liability incurred in connection with the relevant company's activities as a trustee of such scheme

16 2 For the purposes of this article 16 and article 18

- (a) **"associated company"** shall mean a company which is either a subsidiary or holding company of the company or a subsidiary of the holding company of the company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), and
- (b) **"relevant officer"** means any director or other officer (or former director or other officer) of the company or an associated company, 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)

17 INSURANCE

17 1 If and only to the extent permitted by law, but without prejudice to the power contained in article 16, the directors may purchase and maintain at the expense of the company insurance for or for the benefit of any persons who are or were at any time directors, officers (excluding auditor) or employees of the company or any related company or trustees of any pension fund or employees' share scheme in which any employees of the company or any related company are interested

17 2 In this article **"related company"** means (i) any company which is or was the company's holding company or (ii) any body (whether incorporated or not) in which the company or any holding company has or had any kind of interest (whether direct or indirect) or (iii) any body (whether incorporated or not) which is associated or connected in any way with the company or any holding company of the company, (iv) any predecessors in business of the company or any other body referred to in this article 17 2, or (v) any body (whether incorporated or not) which is a subsidiary undertaking of the company or any other body referred to in this article 17 2

18 FUNDS TO MEET EXPENDITURE

18 1 The company (to the extent permitted by law)

- (a) may provide a relevant officer with funds to meet expenditure incurred or to be incurred by him

- (i) in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or an associated company, or
 - (ii) in connection with any application for relief under any of the provisions mentioned in section 205(5) of the Act, or
 - (iii) in defending himself in any investigation by a regulatory authority or against action proposed to be taken by a regulatory authority, in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or an associated company, or
- (b) may do anything to enable a relevant officer to avoid incurring such expenditure