

Company No. 8239540

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

MARCUS ESTATES LIMITED

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions (the "**Resolutions**") are passed as special resolutions of the Company.

SPECIAL RESOLUTIONS


- 1 **THAT** the Company adopts new articles of association in the form annexed to these Resolutions.
- 2 **THAT** 65 of the issued ordinary shares of £1 each be and are hereby classified as A ordinary shares of £1.
- 3 **THAT** 25 of the issued ordinary shares of £1 each be and are hereby classified as B ordinary shares of £1
- 4 **THAT** 5 of the issued ordinary shares of £1 each be and are hereby classified as C ordinary shares of £1 each
- 5 **THAT** 5 of the issued ordinary shares of £1 each be and are hereby classified as D ordinary shares of £1.

AGREEMENT

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

The undersigned, a person entitled to vote on the Resolutions on 13 March 2014 hereby irrevocably agrees to each of the Resolutions:

Signed by Peter Bailey


13 March 2014

Date

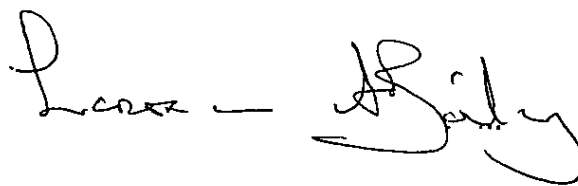
THURSDAY



A23
"A3419GSG"
20/03/2014 #353
COMPANIES HOUSE

Signed by Lorraine Bailey

Date


13 March 2014 ..

NOTES

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it using one of the following methods:

- by hand: delivering the signed copy to Caroline Gray, at Tinsdills Solicitors, Hays House, 25 Albion Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 1QF; or
- post: returning the signed copy by post to Caroline Gray, at Tinsdills Solicitors, Hays House, 25 Albion Street, Hanley, Stoke-on-Trent, Staffordshire, ST1 1QF.

If you do not agree to the Resolution, 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 10 April 2014, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.

DATED

13 March

2014

The Companies Act 2006

Company Limited by Shares

Articles of Association of Marcus Estates Limited
(adopted by special resolution dated 13 March 2014)

TINSDILLS SOLICITORS
HAYS HOUSE
25 ALBION STREET
HANLEY
STOKE-ON-TRENT
ST1 1QF

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
MARCUS ESTATES LIMITED
(the "Company")

(Adopted by special resolution passed on 15 March 2014)

INTRODUCTION

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

A Shares means the A ordinary shares of £1.00 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 Shares means the B ordinary shares of £1.00 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,

C Shares means the C ordinary shares of £1.00 each in the capital of the Company,

Director means a director for the time being of the Company or a quorum of such directors present at a duly convened meeting of the directors,

D Shares: means the D ordinary shares of £1 00 each in the capital of the Company,

Model Articles: 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,

Shares means the A Shares, the B Shares, the C Shares and the D Shares together,

Shareholders means the holders for the time being of the issued Shares,

Shareholders' Agreement means the shareholders' agreement entered into on the date of adoption of these Articles and made between the Shareholders (as the same may be adhered to and/or varied, replaced, amended and/or restated from time to time), and

Transfer Notice means a notice that a member desires to transfer Shares

- 1 2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 3 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 4 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 5 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 6 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by, or are inconsistent with, the Shareholders' Agreement or these Articles
- 1 7 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company

- 1 8 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"
- 1 9 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 1 10 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles," after the words "the transmittee's name"
- 1 11 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the Directors may otherwise decide" Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the Directors decide"

2 SHARES

- 2 1 The share capital of the Company is £2,000 divided into 1,300 A Shares, 500 B Shares, 100 C Shares and 100 D Shares
- 2 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 is the sole registered holder thereof or one of two or more joint holders) for all monies presently payable by him or his estate to the Company
- 2 3 All transactions in relation to the Shares will be in accordance with the terms of the Shareholders' Agreement In the event of a conflict between the terms of these Articles and the terms of the Shareholders' Agreement, the terms of the Shareholders' Agreement will prevail

3 TRANSFER OF SHARES

- 3 1 Subject to the provisions of the Shareholders' Agreement, Shares may be transferred by transfer in writing in usual common form or in any other form approved by the Directors The instrument of transfer shall be signed by or on behalf of the transferor and, when the Share is not fully paid, shall also be signed by the transferee

3 2 The Directors may, as a condition to the registration of any transfer of Shares in the Company require the transferee to execute and deliver to the Company a deed under which the transferee agrees to be bound by the terms of the Shareholders' Agreement (or similar document) in force between the Shareholders in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) If any such condition is imposed in accordance with this Article 3 2, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee

3 3 Any Transfer Notice served in respect of the transfer of any Shares which has not completed before the date of service of a deemed Transfer Notice shall automatically be revoked by the service of the deemed Transfer Notice

4. PURCHASE OF OWN SHARES

Subject to the Act but without prejudice to any other provision of these Articles, the Company may purchase its own Shares in accordance with Chapter 4 of Part 18 of the Act

5. UNANIMOUS DECISIONS

5 1 A decision of the Directors is taken in accordance with this Article when all Directors indicate to each other by any means that they share a common view on a matter

5 2 Such a decision may take the form of a resolution in writing, where each Director has signed one or more copies of it, or to which each Director has otherwise indicated agreement in writing

5 3 A decision may not be taken in accordance with this Article if the Directors would not have formed a quorum at such a meeting

6 CALLING A DIRECTORS' MEETING

6 1 Any Director may call a Directors' meeting by giving not less than 15 business days' notice of the meeting (or such lesser notice as all the Directors may agree) to the Directors or by authorising the Company secretary (if any) to give such notice

7 QUORUM FOR DIRECTORS' MEETINGS

The quorum for the transaction of business at a meeting of Directors is any two Directors

8. CASTING VOTE

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 has a casting vote

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 but shall not be less than two

11. APPOINTMENT OF DIRECTORS

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 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

12. POLL VOTES

12 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

12 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

13 PROXIES

- 13 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"
- 13 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, unless the directors, in their discretion, accept the notice at any time before the meeting as a new paragraph at the end of that Article"

14. MEANS OF COMMUNICATION TO BE USED

- 14 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, one hour 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 business day

- 14 2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act

15 INDEMNITY

15 1 Subject to Article 15 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 including 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 15(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

15 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

15 3 In this Article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant officer" means any Director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act)

16 INSURANCE

16 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

16 2 In this Article

- (a) a "relevant officer" means any Director or other officer or former director or other officer of the Company or an associated company

(including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act),

- (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