

Company No: 08869785

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

DEVONSHIRE CLUB LIMITED

(the "Company")

Circulation Date. *26 August* 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "Resolution") as detailed below

SPECIAL RESOLUTION

THAT the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

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

We, the undersigned, being the sole registered member of the Company entitled to vote on the above resolution on the Circulation Date, irrevocably agree to the Resolution

Name of Shareholder

Signature

Date of Signature

Devonshire Club (Holdings)
Limited



26 August 2015

NOTES

- 1 Shareholders who wish to agree to the Resolution should signify their agreement by signing and returning this document to the Company's registered office, marked for the attention of the board. 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 If sufficient agreement is not received 28 days from the date of the Resolution then shareholders will not be able to indicate agreement after that date. If you agree to the Resolution, please ensure your agreement reaches us before that date
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 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
- 5 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

SATURDAY



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COMPANIES HOUSE

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

OF

DEVONSHIRE CLUB LIMITED (the "Company")

Company number' 08869785

(Adopted by written resolution passed on 26 August 2015)

1 Interpretation

1 1 The following definition applies in these articles of association

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 of association

2 Model Articles

The Model Articles shall apply to the company, except in so far as they are inconsistent with, these articles of association

3 Removal of Directors

Any person entitled to appoint a director of the Company may remove such director in such manner as agreed from time between the shareholders and any such person with such a right

4 Appointment and Removal of Alternate Directors

4 1 Any director ("Appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

4 1 1 exercise that director's powers, and

4 1 2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor

4 2 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the Appointor, or in any other manner approved by the directors

4 3 The notice must

4 3 1 identify the proposed alternate, and

4 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

5 Rights and Responsibilities of Alternate Directors

5 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's Appointor

5 2 Except as specifically provided otherwise elsewhere in these articles or the Model Articles, alternate directors

5 2 1 are deemed for all purposes to be directors,

5 2 2 are liable for their own acts and omissions,

5 2 3 are subject to the same restrictions as their Appointors, and

5 2 4 are not deemed to be agents of or for their Appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member

5 3 A person who is an alternate director but not a director

5 3 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating),

5 3 2 may participate in a unanimous decision of the directors (but only if his Appointor is an eligible director in relation to that decision, but does not participate), and

5 3 3 shall not be counted as more than one director for the purposes of article 5 3

5 4 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an eligible director in relation to that decision)

5 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the company]

6 Termination of Alternate Directorship

An alternate director's appointment as an alternate terminates

6 1 1 when the alternate's Appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

6 1 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director,

6 1 3 on the death of the alternate's Appointor, or

6 1 4 when the alternate's Appointor's appointment as a director terminates

7 Appointing Shareholder

Any director may act, and vote at any meetings of the directors, in accordance with the wishes of any shareholder of the Company (or its parent company) that appointed him without being in breach of section 173 of the Companies Act 2006

8 Casting Vote

Model Article 13 shall not apply to the Company, the chairman or other director chairing any meeting of the directors shall not have a casting vote

9 Issued Shares

The share capital of the Company at the date of adoption of these articles of association is divided into ordinary shares of £0.01 each

10 Purchase of Own Shares

- 10.1 Subject to the Companies Act 2006, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Companies Act 2006, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of

10.1.1 £15,000, and

10.1.2 the value of 5% of the Company's share capital

11 Transfer of Shares

- 11.1 Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this article (to the effect that any provision contained in this article shall override any other provision of these articles) the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer

11.1.1 is to any bank, institution or other person to which such shares have been mortgaged or charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution"), or

11.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to register the Secured Institution as legal owner of the shares or in order to transfer the shares to a third party upon disposal or realisation of shares following the Secured Institution having become entitled to exercise or enforce its rights under any such mortgage or charge, or

11.1.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the Directors shall forthwith register any such transfer of shares upon receipt and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the shareholders for the time being of the Company or any of them and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise

- 11.2 Model Article 26(5) shall be read accordingly