

2838284.

**WRITTEN RESOLUTION OF
PRIORY EDUCATION SERVICES LIMITED
(the "Company")**

Capitalised terms, unless defined herein, bear the same meanings given to them in the £665,000,000 credit facility agreement (the "**Bridge Facility Agreement**") dated 5 July 2005 entered into between Priory Health No. 1 Limited, Priory Health No. 2 Limited and ABN AMRO Bank N.V., London Branch (as amended by a letter dated 1 August 2005, a Supplemental Agreement dated 10 August 2005 and as amended and restated from time to time).

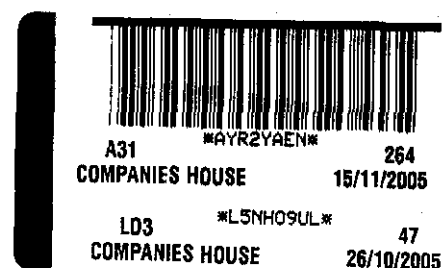
We, the undersigned, being the sole member of the above named Company for the time being entitled to attend and vote at general meetings, hereby unanimously pass the following resolution as an Ordinary Resolution of the Company pursuant to Section 381A of the Companies Act 1985 and agree that such resolution shall be valid and effective for all purposes as if the same had been passed at a general meeting of the Company duly convened and held:

ORDINARY RESOLUTION

THAT the terms of and transactions contemplated by the accession agreement proposed to be entered into with Priory Health No. 2 Limited relating to the Bridge Facility Agreement, whereby the Company (among other things) agrees to accede with effect from 15 September 2005 as an Additional Guarantor and an Additional Borrower and contained in the printed document annexed to this resolution be and are hereby approved provided that any guarantee provided by the Company will not apply to any liability to the extent that it would result in such guarantee constituting unlawful financial assistance within the meaning of section 151 of the Companies Act 1985 (or otherwise) and in particular will not apply to any liabilities (including, without limiting the generality the foregoing, all fees, interests and costs) in respect of the A Term Loan, A Term Loan Commitment, C Term Loan or the C Term Loan Commitment.

SIGNED for and on behalf of PRIORY SECURITISATION LIMITED

.....
Date: 13 September 2005



ACCESSION AGREEMENT

To: ABN AMRO BANK N.V., London Branch as **Facility Agent**

From: PRIORY HEALTH NO. 2 LIMITED and PRIORY EDUCATION SERVICES LIMITED
(the "**Company**")

Date: September 2005

**PRIORY HEALTH NO. 2 LIMITED – £665,000,000 Credit Agreement
dated 5 July, 2005 (as amended by a letter dated 1 August 2005, a supplemental agreement
dated 10 August 2005 and as amended and restated from time to time) (the Agreement)**

We refer to the Agreement. This is an Accession Agreement.

This Accession Agreement replaces in its entirety the Accession Agreement made between the Company, Priory Health No. 2 Limited and the Facility Agent dated 8 August 2005 in relation only to the accession of the Company as an Additional Borrower and an Additional Guarantor to the Agreement.

PRIORY EDUCATION SERVICES LIMITED of Priory House, Randalls Way, Leatherhead, Surrey KT22 7TP agrees to become an Additional Borrower and an Additional Guarantor and to be bound by the terms of the Agreement as an Additional Borrower and an Additional Guarantor with effect from 15 September 2005 provided that our guarantee under the Agreement will not apply to any liability to the extent that it would result in such guarantee constituting unlawful financial assistance within the meaning of Section 151 of the Companies Act 1985 (or otherwise) and in particular will not apply to any liabilities (including, without limiting the generality the foregoing, all fees, interests and costs) in respect of the A Term Loan, A Term Loan Commitments, C Term Loan or the C Term Loan Commitments.

This Accession Agreement, executed as a deed, is governed by English law.

EXECUTED AS A DEED BY PRIORY HEALTH NO. 2 LIMITED

By:

EXECUTED AS A DEED BY PRIORY EDUCATION SERVICES LIMITED

By:

By: