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26/01/2016

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COMPANIES HOUSE

## WRITTEN RESOLUTIONS

of the member of

**EVOLVE ANALYTICS LIMITED (the "Company")**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolutions below be passed as ordinary resolutions of the Company (the "**Resolutions**")

The Resolutions are passed by the member of the Company who on the circulation date of the Resolutions would have been entitled to vote on the Resolutions

## ORDINARY RESOLUTIONS

### THAT:

1. the directors of the Company are hereby directed to approve the terms of, and the transactions contemplated by, the following documents, copies of which were provided to the members:
  - (a) an accession deed to the facilities agreement entered into on 30 December 2015 between, among others, Schultz Parent Limited as the parent, Schultz Bidco Limited as the company, HSBC Bank plc as a mandated lead arranger and the agent, Investec Bank plc as a mandated lead arranger and HSBC Corporate Trustee Company (UK) Limited (the "**Security Trustee**") (the "**Facilities Agreement**") pursuant to which the Company will accede to the Facilities Agreement,
  - (b) an accession deed to the intercreditor agreement entered into on 30 December 2015 between, among others, the Security Trustee, the Senior Lenders, the Hedge Counterparties, the Parent and the Subordinated Creditor (each term as defined therein),
  - (c) a deed of release proposed to be entered into between the Companies (as defined therein and which includes the Company) and the Security Trustee pursuant to which the Company will be released from the relevant Debentures (as defined therein) to which it is subject to, and
  - (d) an accession deed to the debenture entered into on 30 December 2015 between, the Chargers (as defined therein) and the Security Trustee,

(together, the "**Transaction Documents**") and the execution, delivery and performance by the Company (as the case may be) of the Transaction Documents be and are hereby approved

and are for the benefit of and in the best interests of the Company for the purposes of carrying on its business

**THAT**

2. the directors of the Company are hereby directed to approve the terms and conditions of, and the transactions contemplated by the Transaction Documents and any other documents entered into pursuant thereto, including but not limited to the provisions of any security, guarantees and indemnities and any related confirmations be and are hereby approved, subject to such changes as the Company's directors and/or authorised signatories, in their absolute discretion think fit,
3. the directors and/or authorised signatories of the Company be and are hereby authorised to take any action or enter into any other documents in connection or pursuant to the terms of the Transaction Documents as they shall deem necessary or appropriate, and to execute, deliver and perform any and all obligations made under those documents, and
4. the directors and/or authorised signatories of the Company are authorised to do all things necessary in respect of the Transaction Documents and other related documents

**SPECIAL RESOLUTIONS**

1. **THAT** the articles of association be amended by the insertion of a new article 18.2 immediately after the existing article 18.1 as follows:

"Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:

- (a) is to any bank or institution to which such shares have been charged or on whose behalf such shares were charged, by way of security (whether as a Lender, or agent and trustee for a group of banks or institutions or otherwise), or to any nominee of such a bank or institution (a "Secured Institution"),
- (b) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares,
- (c) is expected by a receiver or manager appointed by or on behalf of a Secured Institution or its nominee under any such security; or
- (d) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

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 and no receiver or manager appointed by or on behalf of a Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer 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 consideration or not "

2. **THAT** the articles of association be amended by the insertion of a new article 21.1 immediately after the existing article 21 as follows

“Notwithstanding any of the provisions in these Articles whether expressly or impliedly contradictory to the provisions of this article 21.1 (to the effect that any provision contained in this article 21.1 shall override any other provision of these Articles), any lien on shares which the Company may have shall not apply in respect of any shares which have been charged by way of security in favour of any bank or institution, on behalf of any bank or institution or to any nominee of such a bank or institution ”

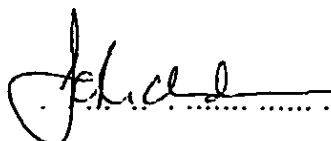
**Please read the notes set out below before signing or taking any action on these Resolutions.**

**AGREEMENT OF THE MEMBER**

We, the undersigned, being the member of the Company who on the circulation date of the Resolutions would have been entitled to vote on the Resolutions, agree to the Resolutions:

SIGNED for an on behalf of )

Enserve Group Limited )

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Date 15 JANUARY 2016

**Notes:**

**1. IF YOU AGREE WITH THE RESOLUTIONS, PLEASE:**

- 1.1 Sign this document above at the signature block and insert the date; and
- 1.2 Return the signed document by one of the following methods.
  - (a) By delivery in person or by hand to Charlotte Boylin at Proskauer Rose (UK) LLP, 110 Bishopsgate, London EC2N 4AY,
  - (b) By attaching a scanned copy of the signed document in pdf (portable document format) to cboylin@proskauer.com; or
  - (c) By post to Charlotte Boylin at Proskauer Rose (UK) LLP, 110 Bishopsgate, London EC2N 4AY
- 1.3 You should not return the document to any other person or address, whether such person's name and address is included in a document accompanying this document or otherwise
- 1.4 Unless by the end of the period of 28 beginning with the circulation date sufficient agreement has been received by the company for the resolutions to pass, they will lapse