

[Signature]
JAMES SMITHS
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Reading, RG1 1SH
Tel: 0118 73 17873 Reading (Apex Plaza)

Company Number 05917001

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

SOPHISTILEARN LIMITED (the "Company")

Circulation Date 27th October 2009 ("Circulation Date")

SATURDAY



A33 *A5ZTBF52* 21/11/2009 79
COMPANIES HOUSE

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**").

SPECIAL RESOLUTION

1 That:

1.1 the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the documents referred to below which Enara Group Limited (company number 06545542) (the "**Parent**"), Enara Finance Limited (company number 06545556) (the "**Purchaser**") and the Company entered into and granted on or about the date of this Resolution (the principal terms of which have been explained to us by the directors of the Company), be and are hereby approved and (notwithstanding any provisions of the memorandum and articles of association of the Company or any personal interest of any of the directors of the Company) we hereby confirm, approve and ratify that the directors of the Company were empowered and authorised to complete and enter into such of the following documents to which the Company is a party:

- 1.1.1 a draft accession letter (the "**Accession Letter**") to the term and revolving facilities agreement dated 8 April 2009 made between among other the Parent, the Purchaser and HSBC Bank plc (in its capacity as mandated lead arranger, agent, issuing bank and security trustee) (the "**Term Loan Facilities Agreement**") to be entered into between the Parent and the Company (pursuant to which the Company would become an "Additional Borrower" (as defined in the Term Loan Facilities Agreement) and an "Additional Guarantor" (as defined in the Term Loan Facilities Agreement) guaranteeing (inter alia) to the Finance Parties (as defined in the Term Loan Facilities Agreement) the obligations of each Borrower (as defined in the Term Loan Facilities Agreement);
- 1.1.2 a draft debenture (the "**Debenture**") to be entered into by the Company in favour of the HSBC Bank plc (as security trustee) (the "**Bank**") pursuant to which the Company will create fixed and floating charges on all its undertakings, assets, properties and revenues both present and future to secure all money and liabilities at any time due or owing by the Company to the Finance Parties (which by virtue of the guarantee contained in the Term Loan Facilities Agreement will include all moneys and liabilities due or owing to the Finance Parties by each Borrower); and
- 1.1.3 a draft deed of accession (the "**Accession Deed**") to the intercreditor deed dated 4 April 2009 and made between HSBC Bank plc (as Senior Creditor and Senior Agent), August Equity LLP and August Equity Partners II A (as Investors), the Parent, the Purchaser (and the other Obligor as defined therein) and the Hedge Counterparties

as defined therein as amended by an accession and amendment deed dated 27 July 2009 (the "**Intercreditor Deed**") between the Parent, the Purchaser, the Company, the Obligors (as defined therein) the Bank (as senior agent and senior creditor), the Hedge Counterparties (as defined therein) regarding, inter alia, the priority of security and payments due to the Bank,

(the Accession Letter, the Debenture and the Accession Deed together being the "**Documents**");

1.1.4 the giving of financial assistance by entering into the Documents, is in the best interests of the Company as likely to promote the success of the Company for the benefit of the members as a whole; and

1.1.5 the giving of such financial assistance, by entering into the Documents, be and is hereby approved.

1.1.6 the Company shall amend Article 3.1 of its Articles of Association by renumbering the existing Article 3.1 as Article 3.1(a) and by the addition of the following Article 3.1(b):

"3.1(b): Notwithstanding Article 3.1(a), any lien on any shares (whether part or fully paid) or any dividends which the Company has shall not apply in respect of any shares or dividends that have been charged by way of security to any person who to any person who has provided financing to the Company or any of it holding companies (or to a subsidiary or nominee of such holding)(a "**Secured Party**").";

1.1.7 the Company shall amend Article 9 of its Articles of Association by renumbering the existing Article 12.1 as Article 12.1(a) and by the addition of the following Article 12.1(b):

"12.1(b): Article 12.1(a) shall not apply in respect of any shares that have been charged by way of security to any Secured Party. The directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such a transfer is made in respect of any shares that have been charged by way of security to any Secured Party and the directors shall promptly register any such transfer of shares upon receipt and furthermore, notwithstanding anything to the contrary in these Articles, no shares in the Company to be transferred or proposed to be transferred to a Secured Party, or as a Secured Party shall direct, shall be required to be offered to the shareholders for the time being of the Company and no such shareholder shall have any right under the Articles or otherwise to require such shares to be transferred to them for valuable consideration or otherwise".

AGREEMENT


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

The undersigned, being the persons entitled to vote on the Resolution on the Circulation Date, hereby agrees to the Resolution.

a) agrees to the Resolution;

- b) confirms that the persons entitled to vote received prior to the execution of the Resolution, a copy of the final draft Documents, the Term Loan Facilities Agreement and the Intercreditor Deed; and
- c) confirms that the persons entitled to vote had sufficient time and opportunity to review each copy of the Documents, the Term Loan Facilities Agreement and the Intercreditor Deed.

Signature:



Print name:

JULIE EVANS

Date:

27.10.2009

Signature:



Print name:

LOUISE RHODES

Date:

27th October 2009

NOTES

- 1 If you agree with the Resolution, please indicate your agreement by delivering the signed and dated Resolution to Shoosmiths, Apex Plaza, Forbury Road, Reading RG1 1SH marked "For the attention of David Jackson".
- 2 If you are indicating agreement to the Resolution on behalf of a company or person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority with your indication of agreement.
- 3 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.
- 4 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 5 When agreement to the Resolution has been received from members representing more than 75% of the total voting rights, it will be deemed passed. Unless within the period of 28 days beginning with the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse.
- 6 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.