

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION
of
OCCUPATIONAL MEDICALS ENTERPRISE LTD
(the "Company")
Company Number 06221455**

Circulation Date: *23 September* 2015

In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the following resolutions are proposed as special resolutions of the Company

SPECIAL RESOLUTIONS

- 1 **THAT**, in accordance with the section 21(1) of the Act, the Company's articles of association be amended by the insertion of a new article 15 immediately after the existing article 14 as follows
- "15 Notwithstanding anything contained in these Articles, whether expressly or impliedly contradictory to the provisions of this article 15 (to the effect that any provision contained in this article 15 shall override any other provision of these Articles)
- (a) the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer
- (i) is to any bank, institution or other person which has been granted a security interest in respect of such shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) ("**Secured Institution**") (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts), or
- (ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- (iii) 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, and 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 share 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 these Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise,
- (b) the directors shall not issue any share certificates (whether by way of replacement or otherwise) without the prior written consent of (or on behalf of) all (if any) Secured Institutions (as defined in article 15(a)(i) above),
- (c) the lien set out in these Articles shall not apply to shares held by a Secured Institution (as defined in article 15(a)(i) above), and
- (d) any variation of this article 15 shall be deemed to be a variation of the rights of each class of share in the capital of the Company."
- 2 **THAT** the provisions (as the same may be amended, varied, supplemented or substituted from time to time) of the following documents which the Company is proposing to enter into and grant in connection

TUESDAY



with the acquisition by Employment Law Advisory Services Limited (company number 03041461) ("**ELAS**") of 75% of the issued share capital of the Company (the "**Acquisition**"), be and are hereby approved and (notwithstanding any personal interest of any of the directors of the Company), the directors of the Company be and are hereby specifically authorized, empowered and directed in the name of and on behalf of the Company to complete and enter into such of the following documents to which the Company is or is to become a party

- 2 1 a debenture to be executed by the Company (as chargor) in favour of Santander UK plc (the "**Bank**") (as security trustee for itself and each of its subsidiaries for the time being) (each a "**Group Member**") (as chargee) under which the Company would grant fixed and floating charges over the whole of its property, assets and rights in respect of, and as security for, the secured liabilities owing by the Company to the Bank and/or any Group Member (or any of them) as contained therein,
- 2 2 a charge on account to be executed by the Company (as chargor) in favour of the Bank (as security trustee for itself and each Group Member) (as chargee) under which the Company would grant fixed charge over the Account as defined therein as security for, the secured liabilities owing by the Company to the Bank and/or any Group Member (or any of them) as contained therein,
- 2 3 a debtor accession deed to be entered into by the Company and the Bank, under which the Company accedes as a Debtor to (and as that term is defined in) the subordination deed dated 30 April 2014 made between (1) the Bank (as security trustee for itself and each Group Member), (2) ELAS, (3) the companies listed in schedule 1 thereto, comprising Legal Solutions Limited (company number 06717476) ("**Legal Solutions**"), Safety Compliance Services Limited (company number 06919350) ("**Safety Compliance**"), Sound Advice Safety & Health Limited (company number 03763541) ("**Sound Advice**") and Support Training & Services Limited (company number 02075562) ("**Support Training**") and (4) MHE Investments Limited (incorporated in the Isle of Man under company number 11487) (the "**Subordination Deed**") as an acceding debtor, under which the Company undertakes to perform all the obligations expressed to be assumed by a debtor under the provisions of the Subordination Deed as if it had been an original party thereto,
- 2 4 a guarantor accession deed to be entered into by the Company and ELAS in favour of the Bank, in consideration of the Bank agreeing to the accession of the Company (as an acceding company) to the cross guarantee originally dated 18 June 2014 (as supplemented by an accession deed dated 23 June 2014) executed by ELAS, Legal Solutions, Safety Compliance, Sound Advice and Support Training (together the "**Group**") in favour of the Bank (the "**Guarantee**"), the Company agrees with the Bank to be bound by the terms of the Guarantee and to duly perform all of its obligations contained therein with effect from the date of accession in accordance with the terms of the Guarantee and guarantees to the Bank all of the obligations from time to time of the members of the Group to the Bank, and
- 2 5 such other documentation and to take such action as may be required in order to carry out the matters referred to above,

together, the "**Documents**"

- 3 **THAT** any authorisation of any matter that would, if not so authorised, be a breach of section 175 of the Act may be given by the directors of the Company in accordance with section 175(5)(a) of the Act, subject to any limits or conditions which the directors of the Company may see fit
- 4 **THAT** the amendment to the Articles of Association of the Company, as set out in resolution 1 above, be and is hereby approved
- 5 **THAT** the Company entering into and/or granting the Documents to which it is a party be and is hereby approved and **FURTHER THAT** the Documents and the Acquisition be and are hereby approved and authorised by the members of the Company

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

The undersigned, a person entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agrees to the Special Resolutions



JEAN BARBARA STRUDLEY

Date *23 September* 2015



MARTIN ROBERT STRUDLEY

Date *23 September* 2015

NOTES:

- 1 If you agree to the resolution, please sign and date this document to confirm your agreement and then return it to the Company using one of the following methods
 - **By Hand** delivering the signed copy to a director of the Company at the registered office address
 - **Post** returning the signed copy by post to a director of the Company at the registered office address
- 2 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
- 3 Once you have indicated your agreement to the resolution, you may not revoke your agreement
- 4 The resolution set out above will lapse if the required majority of eligible members have not signified their agreement within 28 days of the Circulation Date. If you agree to the resolution please ensure that your agreement reaches us before that date