

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF

WE CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL HAVING
BEEN EXAMINED THEREWITH
Eaton Smith LLP
EATON SMITH LLP
SOLICITORS, HUDDERSFIELD

SONAS SURVEYORS LIMITED ("the Company")

Circulation Date: 18 December 2014

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolutions below are passed as ordinary resolutions and resolution 3 be passed as a special resolution (the "Resolutions")

ORDINARY RESOLUTIONS

- 1 **THAT** notwithstanding any existing provisions of the articles of association (including all the provisions of its memorandum of association, which, by virtue of section 28 of the Companies Act 2006, are to be treated as provisions of the articles of association) of the Company to the contrary nor any personal interest of any directors of the Company, the Company's execution, delivery and performance of each of the Documents (defined below) to which it is to be a party listed below be and are hereby approved
 - (a) an Accession Deed to be entered into between (1) the Company and (2) Simply Biz Limited (the "**Purchaser**"), whereby the Company agrees to become an Additional Guarantor (as defined therein) and to be bound by the terms of the term facilities agreement dated 20 December 2013, originally entered into between (1) the Purchaser as Borrower, (2) Clydesdale Bank PLC (trading as Yorkshire Bank) (the "**Bank**") as lender and (3) the subsidiaries of the Company (the "**Group**") listed therein as Guarantors, as amended by an amendment letter dated 13 March 2014 and as further amended from time to time (the "**Facility Agreement**"),
 - (b) a debenture to be entered into between (1) the Company and (2) the Bank, providing security for all present and future indebtedness and liabilities (whether actual or contingent) of the Company to the Bank and pursuant to which the Company would charge to the Bank all its undertaking, property and assets by way of fixed and floating charges,
 - (c) an Accession Deed to be entered into between (1) the Company and (2) the Purchaser, whereby the Company agrees to become an Additional Guarantor (as defined therein) and to be bound by the terms of the mezzanine facilities agreement dated 20 December 2013 as amended from time to time, originally entered into between (1) the Purchaser as Borrower, (2) the Group listed therein as Guarantors, (3) Beechbrook Capital LLP as Arranger and Agent, (4) Beechbrook Mezzanine Jersey Limited (the "**Mezzanine Lender**") as Security Agent and (5) the financial institutions listed in Part B of Schedule 1 therein (the "**Mezzanine Facility**"),



- (d) a debenture to be entered into between (1) the Company and (2) the Mezzanine Lender, providing security for all present and future indebtedness and liabilities (whether actual or contingent) of the Company to the Mezzanine Lender and pursuant to which the Company would charge to the Mezzanine Lender all (or affiliated entity as security agent) its undertaking, property and assets by way of fixed and floating charges, and

following completion of the above documents

- (e) a Facility Amendment and Restatement Agreement relating to the Facility Agreement to be entered into by (1) the Purchaser, (2) the Group listed therein as Guarantors (including the Company) and (3) the Bank as lender,
- (f) an amended Term Facilities Agreement made between (1) the Purchaser as Borrower, (2) the Bank as lender and (3) the Group listed therein as Guarantors (including the Company) containing the terms on which the Bank had agreed to provide the Purchaser with a term loan,
- (g) a consent and amendment agreement relating to the Intercreditor Agreement to be entered into between (1) the Purchaser as Obligors Agent (as defined therein) (including on behalf of the Company), (2) the Bank and (3) Beechbrook Mezzanine II S À R L,
- (h) a Facility Amendment and Restatement Agreement relating to the Mezzanine Facility to be entered into by, amongst others, (1) the Purchaser, (2) the Group listed therein as Guarantors (including the Company), (3) Beechbrook Capital LLP as Agent, (4) the Mezzanine Lender as Security Agent and (5) Beechbrook Mezzanine II S À R L as lender
- (i) a working capital facility letter made between, amongst others, (1) the Bank and (2) the parties listed therein as Borrowers in relation to a £3,949,700 BACS and credit card facility to be made available to certain members of the Group listed therein, including the Company,
- (j) an amended Term Facilities Agreement made between, amongst others, (1) the Purchaser as Borrower, (2) the Group listed therein as Guarantors (including the Company), (3) Beechbrook Capital LLP as Arranger and Agent, (4) the Mezzanine Lender as Security Agent and (5) the financial institutions listed in Part B of Schedule 1 therein, containing the terms on which the Bank had agreed to provide the Company with a term loan,

together the "**Documents**" and each a "**Document**"

2 **THAT** notwithstanding any personal interest, the board of directors of the Company be and is hereby specifically authorised, empowered and directed in the name of and on behalf of the Company to

- (a) execute, perform and deliver each of the Documents with such amendments as they shall in their discretion approve, and

- (b) enter into such documentation and take such action as may be required in order to carry out the matters referred to above

SPECIAL RESOLUTION

- 3 **THAT** pursuant to section 21 of the Companies Act 2006, the Articles of Association of the Company be amended by inserting the following new Article 20

"20 RESTRICTIONS ON THE TRANSFER OF SHARES

Notwithstanding anything contained in these articles, any pre-emption rights conferred on existing members by these articles or otherwise shall not apply to and the directors shall not decline to register, nor suspend registration of any transfer of shares where such transfer is

20 1 in favour of any bank or institution (or any nominees of such bank or institution) to whom such shares are being transferred by way of security, or

20 2 duly executed by any such bank or institution (or any such nominee or nominees) to whom such shares shall (including any further shares in the Company acquired by reason of its holding of such shares) have been transferred as aforesaid, pursuant to the power of sale under such security, or


20 3 duly executed by a receiver appointed by a bank or institution pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this article shall be conclusive evidence of such facts. Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this article "


AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the special resolutions set out above


The undersigned, each a person entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agrees to the ordinary resolutions set out above


Signed
for and on behalf of Simply Biz Limited
(as attorney for David Collins under a
Power of Attorney dated 18/12/2014)

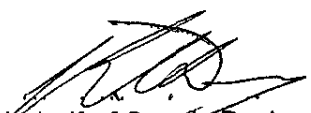
Dated 18 December 2014


Signed
for and on behalf of Simply Biz Limited
(as attorney for Marcus Radcliffe under a
Power of Attorney dated 18/12/2014)

Dated 18 December 2014


Signed
for and on behalf of Simply Biz Limited
(as attorney for Simon James under a
Power of Attorney dated 18/12/2014)

Dated 18 December 2014


Signed
for and on behalf of Simply Biz Limited
(as attorney for Peter Hughes under a
Power of Attorney dated 18/12/2014)

Dated 18 December 2014

NOTES

- 1 You can choose to agree to all of the ordinary resolutions or none of them but you cannot agree to only some of the Resolutions. If you agree to all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
 - (a) **By Hand** delivering the signed copy addressed to the directors of the Company at the Company's registered office
 - (b) **Post** returning the signed copy by post addressed to the directors of the Company at the Company's registered office
- 2 If you do not agree to all of the Resolutions, 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 Resolutions, you may not revoke your agreement
- 4 Unless, before the end of the period of 28 days beginning on the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date
- 5 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
- 6 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