



WRITTEN RESOLUTIONS

PRIORY NEW EDUCATION SERVICES LIMITED

Company Number 07221650 (the "Company")

5 March 2011

Terms defined in the Senior Revolving Facility Agreement (as defined below) shall have the same meaning in these written resolutions unless otherwise defined

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose the following resolutions to be passed as ordinary resolutions or special resolutions as specified below

ORDINARY RESOLUTIONS

- 1 **THAT** it being in the best interests of the Company and most likely to promote the success of the Company, the entry by the Company into (and performance by it of its obligations under) the documents listed below, together with any other document necessary or desirable relating thereto (the "**Documents**") conditional only upon Completion (as defined in the Acquisition Agreement) taking place, be and is hereby approved.
 - (a) an accession deed to a senior revolving facility agreement dated 3 February 2011 between Credit Suisse AG, London Branch, Deutsche Bank AG, London Branch, The Royal Bank of Scotland plc, GE Corporate Finance Bank SAS and RBC Capital Markets as mandated lead arrangers, The Royal Bank of Scotland plc as facility agent and Deutsche Bank AG, London Branch as security agent and the Parent as parent, original borrower and original guarantor (the "**Senior Revolving Facility Agreement**") pursuant to which the Company will guarantee, *inter alios*, the Parent's and each Obligor's obligations, and
 - (b) an accession deed to an intercreditor agreement dated 3 February 2011 between, amongst others, the Parent as parent, senior secured notes issuer and senior unsecured notes issuer, Crown Newco 2 Limited as an original shareholder creditor, Deutsche Trustee Company Limited as senior secured notes trustee and senior unsecured notes trustee, Deutsche Bank AG, London Branch as security agent and certain entities as finance parties under the Senior Revolving Facility Agreement, hedge counterparties, intra-group lenders, intra-group borrowers and shareholder creditors pursuant to which intra-group indebtedness and other indebtedness owing to the Company is subordinated in accordance with its terms which govern the ranking of indebtedness and security,
 - (c) an accession deed to an English law debenture dated on or about the date hereof between the Parent as chargor and Deutsche Bank AG, London Branch as security agent pursuant to which the Company will grant security over substantially all of its assets in respect of its indebtedness under the Senior Revolving Facility Agreement and its guarantee of the Senior Secured Notes to be given under the Senior Secured Notes Indenture (as defined below),
 - (d) a supplemental indenture to the Senior Secured Notes indenture dated 3 February 2011 entered into by, among others, Crown Newco 3 plc, Deutsche Bank AG, London Branch as security agent and Deutsche Trustee Company Limited as trustee (the "**Senior Secured Notes Indenture**") pursuant to which the Company agrees to guarantee the obligations of the Issuer under the Notes (each as defined therein),
 - (e) a supplemental indenture to the Senior Notes indenture dated 3 February 2011 entered into by, among others, Crown Newco 3 plc and Deutsche Trustee Company Limited as trustee (the

"Senior Notes Indenture") pursuant to which the Company agrees to guarantee the obligations of the Issuer under the Notes (each as defined therein),

- (f) an accession agreement to the Senior Secured Notes purchase agreement dated 3 February 2011 entered into by, among others, Crown Newco 3 plc and Deutsche Trustee Company Limited as trustee pursuant to which the Company agrees to accede to as an additional guarantor of the obligations of the Issuer under the Notes (each as defined therein),
 - (g) an accession agreement to the Senior Notes purchase agreement dated 3 February 2011 entered into by, among others, Crown Newco 3 plc and Deutsche Trustee Company Limited as trustee pursuant to which the Company agrees to accede to as an additional guarantor of the obligations of the Issuer under the Notes (each as defined therein),
 - (h) a form of notation of guarantee in relation to the Senior Secured Notes Indenture pursuant to which the Company agrees to guarantee the obligations of the Issuer under the Notes (each as defined therein), and
 - (i) a form of notation of guarantee in relation to the Senior Notes Indenture pursuant to which the Company agrees to guarantee the obligations of the Issuer under the Notes (each as defined therein)
- 2 **THAT** conditional only upon Completion (as defined in the Acquisition Agreement) taking place, the terms of and the transactions contemplated by the Documents (and the guarantees provided thereunder) be approved, subject to such amendments as any director or the secretary may in his/her absolute discretion approve, and that any director or secretary of the Company (or in the case of a document to be executed as a deed, any two directors or a director and the secretary or any one director in the presence of a witness who attests their signature) be and hereby are empowered and authorised to negotiate and approve the terms of and the transactions contemplated by, and to execute and deliver, the Documents with such amendments as any director or secretary of the Company may in their absolute discretion approve (and execution of the Documents shall be conclusive evidence of agreement to such amendments) and any other ancillary documents approved by written resolutions of the board of directors of the Company passed on or about the date of these written resolutions
- 3 **THAT** all the authorities, approvals and any other sanctions provided for by any of the foregoing resolutions (and all actions taken by any director or secretary pursuant to any of such resolutions) shall be immediately effective on Completion (as defined in the Acquisition Agreement) taking place, without the need for any further authorisation from the directors of the Company

The above written resolutions were passed as a written resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006 on the date shown above, the signatory being the sole holder of the issued or allotted shares of the Company

SPECIAL RESOLUTIONS

- 4 **THAT** conditional only upon Completion (as defined in the Acquisition Agreement) taking place, the articles of association of the Company be amended by

- (a) inserting the following new article 35 4

"Notwithstanding anything contained in these articles, any share that has been charged by way of security (a "**Secured Share**") shall be exempt from any present or future lien in favour of the Company that would otherwise have arisen under these articles and the Company shall not assert any lien against the Secured Share whilst it remains subject to a security interest from any Secured Institution (as defined below) or has been transferred to any third party by any Secured Institution and for the avoidance of doubt, this article 35 and article 36 shall not apply to any Secured Share "

- (b) inserting the following new article 46 6

"Notwithstanding anything contained in these articles, whether expressly or impliedly contradictory to the provisions of this article (to the effect that any provision contained in this article shall override any other provision of these articles), the directors shall not decline to register any transfer of shares in the company, nor may they suspend registration thereof, where such transfer

- (i) is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "**Secured Institution**"), 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 "

Notes:

- 1 These written resolutions have been proposed by the directors of the Company
- 2 The circulation date of the written resolutions is 3 MARCH 2011 (the "Circulation Date")
- 3 Please signify your agreement to the written resolutions by signing against your name where indicated and entering the date on which you signed the document. You must signify your agreement to the proposed resolutions as follows: (i) by hand by delivering a signed copy to Weil Gotshal & Manges, One South Place, London EC2M 2WG for the attention of Simon Saitowitz; (ii) by post by sending a signed copy to Shearman & Sterling (London) LLP, Broadgate West, 9 Appold Street, London EC2A 2AP for the attention of Korey Fevzi, (iii) by fax by sending a signed copy to Shearman & Sterling (London) LLP for the attention of Korey Fevzi (fax number 0207 655 5212); or (iv) by email by sending a signed copy of the resolutions to Shearman & Sterling (London) LLP for the attention of Korey Fevzi (email korey.fevzi@shearman.com)
- 4 If you sign the document and return it to the Company without indicating whether you agree to the resolution, it will be assumed by the Company that you agree to the resolution being passed
- 5 If you return the document signed but un-dated, it will be assumed by the Company that you signed the document on the day immediately preceding the day on which it was received by the Company
- 6 If not passed by the requisite majority of the total voting rights of the eligible members, this written resolution shall lapse on the date which is 28 days, from and including, the Circulation Date


AGREEMENT

We, being the sole member of the Company

- 1 confirm that we have received a copy of the above written resolutions in accordance with section 292 to 295 of the Companies Act 2006, and
- 2 hereby irrevocably resolve and agree that the above resolutions are passed as written resolutions pursuant to section 288 of the Companies Act 2006 and that the resolutions in paragraphs 1, 2 and 3 above shall take effect as ordinary resolutions and the resolution in paragraph 4 above shall take effect as a special resolution

Signed by
Priory New Investments No 3 Limited

Signature
as the sole shareholder



Date 3 MARCH 2011