

E.J. & J.C. ARROWSMITH LIMITED

("COMPANY")

WRITTEN SPECIAL RESOLUTIONS

PURSUANT TO

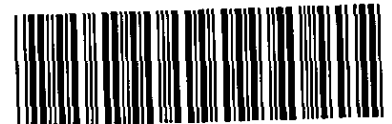
CHAPTER 2, PART 13, COMPANIES ACT 2006

DATED 14 September 2010

The undersigned, being the sole member of the Company for the time being entitled to receive notice of and to attend and vote at general meetings of the Company, hereby pass the following resolutions as special resolutions of the Company pursuant to Chapter 2, Part 13 of the Companies Act 2006 and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed as resolutions at a general meeting of the company duly convened and held.

SPECIAL RESOLUTIONS

THURSDAY



S0SJHOFN

SCT

21/10/2010

1028

COMPANIES HOUSE

1. That the entering into the documents listed in the appendix attached to these written resolutions ("**Appendix**") and the transactions contemplated thereby ("**Documents**"), which the Company is proposing to enter into in connection with the banking facilities provided pursuant to the Facility Agreement (as defined in the Appendix) be and are hereby approved (copies of such Documents having been supplied to the sole member of the Company prior to the signing of this written resolution), subject to such changes as the Company's directors or any duly authorised attorney for the Company may, in their absolute discretion, think fit.
2. That the entering into any notice, certificate or other document required to be executed on behalf of the Company in connection with the Documents, in such form as the Company's directors or any duly authorised attorney for the Company may, in their absolute discretion, think fit be and are hereby approved.
3. That the directors of the Company have authority to approve the terms of, and the transactions contemplated by, the Documents and any related documents.
4. That 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 Documents as they shall deem necessary or appropriate, and to execute, deliver and perform any and all obligations made under those documents.
5. That the entering into the proposed transactions substantially on the terms set out in the Documents, including the giving of the guarantee and security by the Company, and the performance of the obligations thereunder are in the best interests of the Company's business and of commercial benefit to the Company and will promote the success of the Company for the benefit of sole member.

6. That the articles of association of the Company be amended by inserting the following as a new definition:

6.1 *"Security Interest" means an interest of any person to whom a shareholder grants a mortgage, charge, pledge or other security interest over its shares in the Company;" and*

by inserting the following as a new article 46.7:

6.2 *"Notwithstanding anything contained in these Articles:*

- (a) the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company;*
- (b) the directors shall promptly register a transfer of shares;*
- (c) the Company shall not have a first and paramount lien on any shares transferred or to be transferred; and*
- (d) a holder of shares in the Company is not required to comply with any provision of the Articles which restricts, places conditions upon, obligates, or attaches certain rights (such as tag-along rights) on the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place,*

where in any such case the transfer is or is to be:

- (a) executed by a bank or institution to which such shares are or have been mortgaged or charged by way of security (or by any nominee of such bank or institution) in favour of any third party upon disposal or realisation of shares following the bank or financial institution becoming entitled to enforce its rights under any such security;*
- (b) executed by a receiver, delegate or manager appointed by or on behalf of any such bank or institution under any such security in favour of any third party upon disposal or realisation of shares following the bank or financial institution becoming entitled to enforce its rights under any such security; or*
- (c) to any such bank or institution (or to its nominee) pursuant to any such security;*

and the Company shall not have and shall not assert any present or future lien on any share while it remains subject to a Security Interest.

A certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts."

7. That these resolutions have effect notwithstanding any provision of the Company's articles of association.

.....*De Han*.....
Signed by an authorised signatory of

PRIORY NEW EDUCATION SERVICES LIMITED

APPENDIX TO WRITTEN RESOLUTIONS OF

E.J. & J.C. ARROWSMITH LIMITED

(COMPANY NO. SC287396)

The entry into by the Company of the following documents:

1. an accession letter to be entered into by the Company to the facility agreement ("**Facility Agreement**") dated 13 January 2010 between (amongst others) (1) Priory New Investments No. 3 Limited ("**PNIL3**") and (2) the Royal Bank of Scotland plc ("**RBS**") as Facility Agent;
2. an accession deed to be entered into by the Company to a security agreement dated 13 January 2010 entered into between (amongst others) (1) PNIL3 and (2) RBS as security agent;
3. an accession agreement to be entered into by the Company to the subordination agreement dated 13 January 2010 between (amongst others) (1) Priory New Investments No. 2 Limited and (2) RBS as Facility Agent;
4. a Scots law bond and floating charge to be granted by the Company in favour of RBS as Security Agent;
5. a share pledge to be granted by Priory New Education Services Limited over the entire issued share capital of the Company;
6. a stock transfer form to be entered into pursuant to the Scottish Share Pledge to transfer the entire issued share capital of the Company to RBS's nominee; and
7. any other related, necessary or ancillary documents.

E.J. & J.C. ARROWSMITH LIMITED

("COMPANY")

(COMPANY NO. SC287396)

WRITTEN RESOLUTIONS: CIRCULATED ON

Note: This document is important and requires your immediate attention.

Please read the explanatory statement to members before signifying your agreement to the resolutions in this document

EXPLANATORY STATEMENT TO MEMBERS

1. Nature of written resolutions

This document contains a proposed written resolution of Dunhall Property Limited for approval by you as a member of the Company. The Resolution is proposed as a special resolution and requires members holding not less than 75 per cent of the total voting rights of members entitled to vote on such resolution to vote in favour of it to be passed.

2. Period to approve written resolutions

If the Company has not received your agreement to pass the resolution by 12 October 2010 (being 28 days from the date the resolution was first circulated to you) the resolution will lapse.

3. Action required if you wish to approve the resolutions:

- 3.1 Please signify your agreement to the resolutions by completing your details and signing and dating the document in the space provided and returning it to the Company by delivering your signed and dated document by hand or by post to the Company's registered address marked "For the attention of the Company secretary".

Once you have signified your agreement to the resolutions, you cannot revoke it. Please ensure that your agreement reaches us no later than the close of business on 12 October 2010. Please note that you can only agree to all of the resolutions and not some only. Any document or reply which purports to approve some only of the resolutions will be treated as a vote against all of the resolutions.

- 3.2 If you are signifying agreement to the resolutions 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 to the Company at the same time as you signify your agreement to the resolutions and in any event by no later than the close of business on

4. Action required if you do not wish to agree to the resolutions:

You do not have to do anything. Failure to respond will not be treated as agreement to the resolutions.