



A45 20/12/2014 #361  
COMPANIES HOUSE

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

COMPLIANCE FIRST LIMITED ("the Company")

WE CERTIFY THAT THIS IS A TRUE  
COPY OF THE ORIGINAL HAVING  
BEEN EXAMINED THEREWITH

*Eaton Smith LLP*  
EATON SMITH LLP  
SOLICITORS, HINDERSFIELD

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 (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) a Facility Amendment and Restatement Agreement relating to the term facilities agreement dated 20 December 2013 entered into between (1) Simply Biz Limited as borrower (the "**Purchaser**") (2) Clydesdale Bank plc trading as Yorkshire Bank (the "**Bank**") as lender (3) certain subsidiaries of the Purchaser (the "**Group**") (including the Company) listed therein as guarantors (the "**Guarantors**"), as amended by an amendment letter dated 13 March 2014, and as further amended from time to time, to be entered into by (1) the Purchaser (2) the Bank and (3) the Group (the "**Facilities Amendment and Restatement Agreement**");
  - (b) 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) (the "**Facilities Agreement**") containing the terms on which the Bank had agreed to provide the Purchaser with a term loan;
  - (c) a consent and amendment agreement relating to the Intercreditor Agreement (the "**Intercreditor Amendment Agreement**") to be entered into between (1) the Purchaser, as the Obligors Agent (as defined therein) (including on behalf of the Company), (2) the Bank and (3) Beechbrook Mezzanine II S.À.R.L.;
  - (d) a Facility Amendment and Restatement Agreement relating to the mezzanine facility agreement dated 20 December 2013 entered into between (1) the Purchaser (2) the Group listed therein as Guarantors (including the Company), (3) Beechbrook Capital LLP (the "**Agent**") as agent and arranger, (4) Beechbrook Mezzanine II Jersey Limited

(the "**Mezzanine Lender**") as security agent and (5) Beechbrook Mezzanine II S.À.R.L. as lender, as amended from time to time, to be entered into by, amongst others, (1) the Purchaser (2) the Group listed therein as Guarantors (including the Company), (3) the Agent as arranger and agent, (4) the Mezzanine Lender as Security Agent and (5) Beechbrook Mezzanine II S.À.R.L. as lender (the "**Beechbrook Facility Amendment Agreement**"); and

- (e) 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) the Agent as Arranger and Agent (4) the Mezzanine Lender as Security Agent and (5) the financial institutions listed in Part B of Schedule 1 therein (the "**Beechbrook Facilities Agreement**") containing the terms on which the Mezzanine Lender had agreed to provide the Company with a term loan,

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

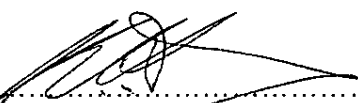
- 2 **THAT** notwithstanding any personal interest, the board of directors of the Company be and is hereby specifically authorised, empowered and directed in the name of and on behalf of the Company to:

- (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.

## **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

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.