

Company No. 02591009

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



**WRITTEN RESOLUTIONS OF MA DENTISTRY MEDIA LIMITED (Company)**

Pursuant to section 288 of the Companies Act 2006 (**CA 2006**) we, the undersigned, being the eligible members (as defined by section 289 CA 2006) of the Company, signify agreement to and pass the following as ordinary and special resolutions of the Company.

**ORDINARY RESOLUTION**

- 1 That the provisions of, and performance of the obligations set out in, the documents listed in the appendix to this Written Resolution (**Documents**), which the Company is proposing to enter into in connection with the Facilities Agreement to be entered into with HSBC UK Bank plc (**Lender**), be and are hereby approved (copies of such Documents having been supplied to the members of the Company and the Company's auditors prior to the signing of this Written Resolution), (subject to such changes as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such Documents)).
- 2 That, notwithstanding any provisions of the Company's Memorandum and Articles of Association or any personal interest of any of the Company's directors, the Company's directors and/or secretary be and are hereby authorised and directed to execute, deliver and perform the obligations set out in the Documents and give or execute any or all notices, communications or other documents on behalf of the Company pursuant to or in connection with each of the Documents for the Company (in such manner and subject to such changes as the Company's directors, in their absolute discretion, think fit (such opinion being evidenced by the execution of such Documents)).

**SPECIAL RESOLUTION**

- 3 That the provisions of the articles of association of the Company be altered by the insertion of a new article 14 as follows:

**"14 SPECIAL ARTICLE**

14.1 Notwithstanding anything contained in these Articles, the Company shall not have a lien over any shares to be held by way of security by any bank, institution or other person which has been granted a security interest in respect of such shares, or by any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (Secured Institution).

14.2 Notwithstanding anything contained in these Articles, the directors are not empowered to issue a call notice in respect of any shares to be held by way of security by a Secured Institution.

14.3 Notwithstanding anything contained in these Articles, the Directors of the Company may not decline to register any transfer of shares in the Company and may not suspend any registration thereof, where such transfer is:

14.3.1 to a Secured Institution (whether as lender, or agent and trustee for a group of banks or institutions or otherwise) or by any nominee of such Secured Institution, pursuant to any such security;

14.3.2 executed by a Secured Institution or its nominee pursuant to the power of sale or other power under any such security; or

14.3.3 executed by a receiver or manager appointed by or on behalf of any Secured Institution or its nominee, under any such security,


14.4 And furthermore, notwithstanding anything to the contrary contained in these Articles:

14.4.1 no transferor of any shares in the Company or proposed transferor of such shares by a Secured Institution or to its nominee;

14.4.2 no Secured Institution or its nominee; and


14.4.3 no receiver or manager appointed by or on behalf of a Secured Institution or its nominee,

shall be required to offer the shares which are or are to be the subject of any such transfer 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 to require such shares to be transferred to them whether for consideration or not."

DocuSigned by:  
  
Signature: .....

Mark Allen  
Name: .....

As a director of **MA Healthcare Limited**

DocuSigned by:  
  
Signature: .....

Mark Allen  
Name: .....

As a director of **Headfirst Publishing Limited**

Date: 27 June 2022 .....

## EXPLANATORY STATEMENT TO MEMBERS

(This explanatory statement is not part of any proposed written resolution.)

- 1 This document is proposed by the board of directors of the Company.
- 2 This document is sent to members on 27 June 2022 (**Circulation Date**).
- 3 "Eligible members" are the members who are entitled to vote on the resolution on the Circulation Date.
- 4 If you wish to signify agreement to this document please follow the procedure below:
  - (a) you (or someone acting on your behalf) must sign, print your name beneath and date this document;
  - (b) if someone else is signing this document on your behalf under a power of attorney or other authority, please send a certified copy of the relevant power of attorney or authority when returning this document;
  - (c) please return the document to the Company at its registered office "for the attention of Mark Allen".
- 5 To be valid, this document must be received no later than 28 days of the Circulation Date.
- 6 If this document is not received by this time your vote will not count. Unless sufficient eligible members sign and return this document by that deadline, the proposed written resolutions will lapse.
- 7 Please note that it is not possible to withdraw your consent once this document, signed by you or on your behalf, has been duly received.

## The Appendix

### Documents

- 1 a facilities agreement (**Facilities Agreement**) to be made between the Parent as original borrower and original guarantor (as each such term is defined in the Facilities Agreement), the Company, MA Education Limited (company number 04002826), MA Business Limited (company number 06779864), MA Music, Leisure & Travel Ltd (company number 02923699), MA Exhibitions Limited (company number 02115759), MA Healthcare Limited (company number 01878373), Headfirst Publishing Limited (company number 01801996) and MA Agriculture Limited (company number 01381243) as original guarantors and the Lender as lender and under which the Company would also make confirmations in respect of existing security and guarantees previously granted in favour of the Lender;
- 2 a debenture to be entered into by the Company charging all of their respective assets and undertaking by way of fixed and floating charges in favour of the Lender as security for all present and future monies, obligations and liabilities due or owing by the Parent as borrower and original guarantors to the Lender under the Finance Documents (as defined in the Facilities Agreement); and
- 3 an officer certificate to be delivered by the Company to the Lender in connection with the Facilities Agreement.