

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF

GMAP LIMITED

(Registered No. 03418634)

Notice is hereby given that in accordance with Chapter 2 of Part 13 of the Companies Act 2006, on 4 December 2009 the following resolution was passed by the sole shareholder of GMAP Limited (the "Company") by way of written resolution:

SPECIAL RESOLUTION

"THAT:

1. the execution by the Company of each of:
  - (i) a facilities agreement to be entered into by amongst others, DMWSL 618 as the Parent, DMWSL 617 as the Company, the Company's parent, Callcredit Information Group Limited (the "Target") and certain subsidiaries of the Target, including the Company, as Original Guarantors and Lloyds TSB Bank plc as Arranger, Lender, Agent, Security Agent, Original Issuing Bank and Original Hedge Counterparty (each as defined therein) (the "Facilities Agreement");
  - (ii) an intercreditor agreement to be entered into between, amongst others, DMWSL 619 Limited as Original Investor, DMWSL 618 Limited, DMWSL 617 Limited, the Target and certain subsidiaries of the Target namely Eurodirect Database Marketing Limited, Broadssystem Limited, Callcredit Limited and the Company as Original Obligors, Intra-Group Creditors and Intra-Group Debtors (each as defined therein) and Lloyds TSB Bank plc (in various capacities) (the "Intercreditor Agreement");
  - (iii) a debenture to be entered into between, amongst others, DMWSL 618 Limited, DMWSL 617 Limited, the Target, Eurodirect Database Marketing Limited, Broadssystem Limited, Callcredit Limited and the Company as Original Chargors, and Lloyds TSB Bank plc as the Security Agent (each as defined therein) (the "Debenture"); and
  - (iv) an inter-company loan agreement to be entered into between, amongst others, DMWSL 617 Limited as the Borrower, and each of the Target, Eurodirect Database Marketing Limited, Broadssystem Limited, Callcredit Limited and the Company as the Lenders (each as defined therein) (the "Inter-Company Loan Agreement"),

WEDNESDAY



(the Facilities Agreement, Intercreditor Agreement, Debenture and Inter-company Loan Agreement together referred to as the "Documents"),

are to the commercial advantage of the Company and will promote the success of the Company for the benefit of the members as a whole and the approval for the Company to enter into each of the Documents (and any documents reasonably ancillary thereto) to which the Company is a party is given;

2. the directors of the Company may provide for the execution or ratification, as the case may be, on behalf of the Company of the Documents (and any documents reasonably ancillary thereto) with such amendments, additions and variations as such persons authorised to execute the same may in their absolute discretion and sole opinion approve (the signature of such person being due evidence for all purposes of his approval of any such amendment, addition or variation); and
3. the provisions of the Articles of Association of the Company be altered as follows:
  - (i) Clause 3 of the Memorandum of Association of the Company, now deemed to be included in the Articles of Association of the Company by virtue of the provisions of the Companies Act 2006 be deleted in its entirety; and
  - (ii) there be inserted the following new Article 4.3 after Article 4.2:
 

"4.3 Notwithstanding anything contained in these Articles:

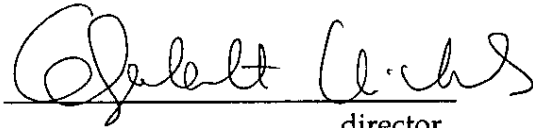
    - (a) the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares; and
    - (b) a holder of shares in the Company is not required to comply with any provision of the Articles which restricts 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 have been mortgaged or charged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security;

- (b) executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security; or
- (c) to any such bank or institution (or to its nominee) pursuant to any such security.

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 fact."

  
\_\_\_\_\_, director

for and on behalf of  
**GMAP Limited**

Date: 04 December 2009