

Company Number 04292514

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

CASTLEGATE 211 LIMITED



Pursuant to section 381A of the Companies Act 1985

Passed 20 July 2005

Clinphone Holdings Limited being the sole member of the Company who at this date is entitled to attend and vote at a general meeting of the Company resolves as follows (all capitalised items below having the meaning given to them in the appendix to this resolution):

SPECIAL RESOLUTIONS

- 1 That the Memorandum of Association of the Company be amended by the deletion of paragraph 3(h) and replacing it with the following new paragraph 3(h):

"3 To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to) any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business and any liabilities and obligations incurred in

connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law and the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowing and securities".

- 2 THAT the Articles of Association of the Company be amended by the insertion of the following new article 10.6:

"Notwithstanding any other provision of these Articles of Association, the directors and the Company may not at any time decline to register or delay in registering any transfer of any share (and shall take such steps as are necessary to register such transfer and issue new share certificate(s) consequent upon such transfer) (a) to any person by way of security for finance raised directly or indirectly for the purpose of the acquisition of the Company's shares or shares in a holding company or a subsidiary of the company or by way of security for any refinancing of such finance (a "Permitted Transferee") or (b) by a Permitted Transferee to any person who receives any of such shares as a result of any enforcement (whether in whole or in part) of any security referred to in (a)".

- 3 THAT, subject to compliance with sections 155-158 of the Companies Act 1985, the terms of, the arrangements and transactions contemplated by, and the execution, delivery and performance

3.1 by the Company of:

- 3.1.1 the Bank Composite Guarantee pursuant to which each Group Company undertakes to discharge its own liabilities and obligations from time to time to the Bank and guarantees to the Bank all the liabilities and obligations from time to time of the other Group Companies (as the case may be);
- 3.1.2 the Bank Debenture pursuant to which the Company has granted fixed and floating charges in favour of the Bank over the whole of its property, assets and undertaking to secure all the liabilities and obligations from time to time of the Company to the Bank including under the Bank Composite Guarantee;
- 3.1.3 the Bank Support Agreement pursuant to which each Group Company agrees to provide facilities in accordance with its terms to the other Group Companies to assist them to discharge all their liabilities and obligations from time to time to the Bank;
- 3.1.4 the Subordination Deed pursuant to which the Bank, the Investors and the Group regulate their respective rights in relation to the funding and security documents referred to in that document to which the Company is to be a party;
- 3.1.5 the Working Capital Letter pursuant to which the Bank provides working capital facilities of up to £2,000,000 to the Group to finance its working capital requirements;

3.2 by the subsidiaries Clinphone Group Limited and Castlegate 284 Limited (the "Security Subsidiaries") of:

3.2.1 (in the case of Clinphone Group Limited only) an ancillary facilities agreement to be made between the Bank and Clinphone Group Limited for the provision of a £4,047,700 forward exchange contracts and currency option facility, a £200,000 foreign cheques negotiation facility and a US\$1,100,000 standby letters of credit facility to Clinphone Group Limited by the Bank (the "Ancillary Facilities Letter");

3.2.2 the Bank Composite Guarantee;

3.2.3 debentures pursuant to which the relevant company granted fixed and floating charges in favour of the Bank over the whole of its property, assets and undertaking to secure all the liabilities and obligations from time to time of the relevant company to the Bank including under the Bank Composite Guarantee executed by Clinphone Group Limited on 13 September 2001 and by Castlegate 284 Limited on 28 January 2004;

3.2.4 the Bank Support Agreement;

3.2.5 the Subordination Deed;

3.2.6 the Working Capital Letter;

3.2.7 (in the case of Clinphone Group Limited only) a letter from Clinphone Group Limited (acknowledged by the Purchaser) to the Bank giving certain warranties relating to Clinphone Limited (the "Warranty Letter")

be and are hereby approved;

(the documents referred to at resolutions 3.1.1 to 3.1.5(inclusive) together being referred to as the "Assistance Documents" and the documents referred to at resolutions 3.2.1 to 3.2.6 (inclusive) being together referred to as the "Subsidiaries Assistance Documents").

4 THAT the execution, delivery and performance by the Company of, and the subsequent exercise of rights under, the Assistance Documents and the transactions contemplated by them is in the best interests of the Company and the execution, delivery and performance by the Security Subsidiaries of and the subsequent exercise of rights under the Subsidiaries Assistance Documents and the Warranty Letter and the transactions contemplated by them is in the best interests of the Subsidiaries and the Company.

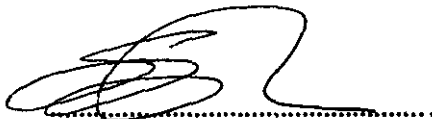
5 THAT the giving of financial assistance by the execution delivery and performance of, and the subsequent exercise of rights under, the Assistance Documents and the transactions contemplated by them be and is hereby approved.

6 THAT the giving of financial assistance by the Security Subsidiaries by the execution delivery and performance of, and the subsequent exercise of rights

under, the Subsidiaries Assistance Documents and the transactions contemplated by them be and is hereby approved.

- 7 THAT approval for the Company to enter into the Assistance Documents and the performance of the transactions contemplated by them be and is given, in the case of the Assistance Documents notwithstanding that the Company might be held to be giving financial assistance for the purposes of sections 151 and 152 of the Companies Act 1985.
- 8 THAT approval for the Security Subsidiaries to enter into the Subsidiaries Assistance Documents and the performance of the transactions contemplated by them be and is given, notwithstanding that the Security Subsidiaries might be held to be giving financial assistance for the purposes of sections 151 and 152 of the Companies Act 1985.
- 9 THAT approval for Clinphone Group Limited to enter into the Warranty Letter and the performance of the transactions contemplated by it be and is hereby given.

It is confirmed that at the time of the passing of these resolutions the statutory report of the auditors of the Company, PKF, pursuant to section 156(4) of the Companies Act 1985 was available for inspection by the undersigned member of the Company.



For and on behalf of
Clinphone Holdings Limited

APPENDIX

In this written resolution the following items shall have the following meanings:-

"Bank" means HSBC Bank plc acting through its branch at 31 Granby Street, Leicester, LE1 6EP;

"Bank Composite Guarantee" means the unlimited inter company composite guarantee to be executed by each of the Purchaser, the Company, Clinphone Group Limited and Castlegate 284 Limited in favour of the Bank;

"Bank Debenture" means the debenture executed by the Company in favour of the Bank on 28 February 2002;

"Bank Support Agreement" means the intra group funding agreement to be entered into by each of the Purchaser, the Company and the Subsidiaries;

"Facility Agreements" means the Loan Agreement, the Working Capital Letter and the Ancillary Facilities Letter;

"Group" means at any time the Purchaser, the Company and the Subsidiaries and "Group Company" means any of them and "Group Companies" shall be construed accordingly;

"Investors" has the same meaning given thereto in the Subordination Deed;

"Loan Agreement" means the agreement for the Loan Facility to be made between the Bank (1) and the Purchaser (2);

"Loan Facility" means the £7,000,000 term loan facility and the £5,000,000 revolving credit facility to be made available to the Purchaser by the Bank;

"Purchaser" means Clinphone Holdings Limited (company number 05204138);

"Subordination Deed" means the subordination deed to be entered into by the Bank (1) the Investors (2), each member of the Group (3);

"Subsidiaries" means Clinphone Group Limited (company number 03264836) and Castlegate 284 Limited (company number 04927157);

"Working Capital Facility" means the working capital facility of up to £2,000,000 to the Group to finance their working capital requirements; and

"Working Capital Letter" means a working capital facility letter to be made between the Bank (1) and each member of the Group (2);