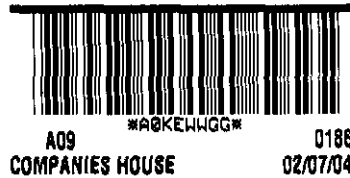


Company No. 05116610



**THE COMPANIES ACT 1985
AND
THE COMPANIES ACT 1985 TO 1989
COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION
OF
KWIKCOUNT LIMITED
(the "Company")**

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

Jones Day
JONES DAY
21 TUDOR STREET
LONDON EC4Y 0DJ

The undersigned, being the sole member of the Company entitled to receive notice of and to attend and vote at general meeting of the Company, hereby unanimously resolves as follows and agrees that notwithstanding any personal interest of directors (including without limitation by virtue of their directorships of and/or shareholdings in the other parties to any of the documents referred to below or otherwise) the said resolutions shall, pursuant to section 381A of the Companies Act 1985 (as amended), for all purposes be as valid and effective as if the same had been passed as a special resolution at a general meeting of the Company duly convened and held on the date specified below:

SPECIAL RESOLUTIONS

1. That a term loan agreement (the "**Facilities Letter**") between the Company and Lloyds TSB Bank PLC (the "**Bank**") be approved and that any one director be authorised to execute the form of Facilities Letter (with such amendment thereto as he in his absolute and unfettered discretion shall think fit) without affixing the common seal in accordance with Section 36 of the Companies Act 1985 as amended.
2. That an overdraft agreement (the "**Overdraft Agreement**") between the Company and the Bank be approved and that any one director be authorised to execute the form of Overdraft Agreement (with such amendment thereto as he in his absolute and unfettered discretion shall think fit) without affixing the common seal in accordance with Section 36 of the Companies Act 1985 as amended.
3. That a debenture (the "**Bank Debenture**") over all the assets of the Company, both present and future, be created in favour of the Bank to secure repayment to the Bank of all moneys and liabilities at any time due, owing or incurred by the Company to the Bank, be approved and that any two directors or any one director and the company secretary be authorised to execute the form of Bank Debenture as a deed (with such amendments thereto as they in their absolute and unfettered discretion shall think fit) without affixing the common seal in accordance with Section 36 of the Companies Act 1985 as amended.
4. It was noted that the Bank Debenture also contained a further assurance provision which requires the Company to execute and deliver to the Bank such further legal or other assignments, mortgages, securities, charges, agreements or other legal documentation as the Bank shall require.

5. That it is in the best interests of the Company and to its direct benefit that the Company enter into the omnibus guarantee and set-off agreement (the "**Bank Guarantee**") (in the form made available to the members prior to this written resolution being circulated for signing) between the Company and Truecare Group Limited ("**Truecare**") to the Bank and the execution of the Bank Guarantee be approved and that any two directors or any one director and the company secretary be authorised to execute the form of Bank Guarantee as a deed (with such amendment thereto as they in their absolute and unfettered discretion shall think fit) without affixing the common seal in accordance with Section 36 of the Companies Act 1985 as amended.
6. It was noted that the Guarantee provided for each of the Company and Truecare to guarantee all monies and liabilities at any time due, owing or incurred from or by the other company to the Bank and would permit the Bank at any time to combine or consolidate all or each of the bank accounts of the Company and Truecare and transfer all or any sums standing to the credit of such bank accounts in or towards satisfaction of all or any of the liabilities of the Company and Truecare to the Bank.
7. That a loan stock instrument (the "**Loan Stock Instrument**") between the Company, Sovereign Capital Limited (the "**Trustee**") and Truecare constituting £6,000,000 secured loan stock 2013 (the "**Loan Stock**") and a debenture (the "**Loan Stock Debenture**") to be granted by the Company in favour of the Trustee securing its obligations be approved and that any director or, where required to be executed as a deed, any two directors or any one director and the company secretary be authorised to execute the form of Loan Stock Instrument and Loan Stock Debenture (with such amendment thereto as they in their absolute and unfettered discretion shall think fit) without affixing the common seal in accordance with Section 36 of the Companies Act 1985 as amended.
8. That an intercreditor deed ("**Intercreditor Deed**") between the Company, Truecare, the Bank, the Trustee and others which provides for priority arrangements in respect of the Bank's debt under the Facilities Letter and the Overdraft Agreement be approved and that any two directors or any one director and the company secretary be authorised to execute the form of Intercreditor Deed as a deed (with such amendment thereto as they in their absolute and unfettered discretion shall think fit) without affixing the common seal in accordance with Section 36 of the Companies Act 1985 as amended.
9. That an intra-group loan agreement (the "**Intra-Group Loan Agreement**") between the Company and Truecare be approved and that any one director be authorised to execute the form of Intra-Group Loan Agreement (with such amendment thereto as he in his absolute and unfettered discretion shall think fit) without affixing the common seal in accordance with Section 36 of the Companies Act 1985 as amended.
10. That the resolutions in the draft minutes of a meeting of the board of directors of the Company (the "**Board Minutes**") and the terms of and transactions in the Documents (as defined in the Board Minutes) contemplated thereby (the "**Transaction**") be and are hereby approved with immediate effect and it is hereby acknowledged that the Transaction is in the best commercial interests and to the direct benefit of the Company.

11. That the foregoing resolutions shall take effect without prejudicing or limiting the terms of the Company's existing bank mandate.

Dated 17 June 2004



Sovereign Capital Limited Partnership I



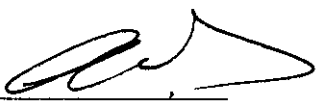

Sovereign Capital Limited Partnership I 'B'



Peter J S Brooks



Sarah Robson



Sarah Robson John NASIT



Heather Hayden



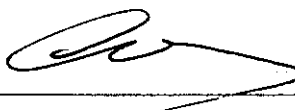
Sefta Trustees Limited (Reference 454)



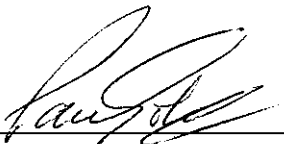
David Myers



Michael Needley



Jim Kottler



Paul Gold



Edwina Johnston