

CELERANT CONSULTING ACQUISITIONS LIMITED
Company Number 5804408
(the "Company")

**Written resolutions of the Company pursuant to
section 381A of the Companies Act 1985**

We, being the holder of the entire issued share capital of the Company and being the sole member of the Company who at the date of these resolutions would be entitled to attend and vote at a general meeting of the Company (the "**Shareholder**"), HEREBY PASS the following resolutions as written resolutions of the Company.

WRITTEN RESOLUTIONS

1 THAT the Company's Articles of Association be and they are hereby altered as follows:

1.1 the following shall be inserted as a new Article 4.5:

 "4.5 Notwithstanding anything contained in these Articles, the Company shall have no lien on any shares which:

 4.5.1 have been charged by way of security to any bank or institution, or to any nominee of such a bank or institution (a "**Secured Institution**"); or

 4.5.2 are the subject of a transfer of shares delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

 4.5.3 are the subject of a transfer of shares executed by a Secured Institution or its nominee or any receiver pursuant to the power of sale or other power under such security,

 and the provisions of Regulations 8 to 11 inclusive of Table A relating to liens over shares shall not apply in respect of any such shares.";

1.2 the following shall be inserted as a new Article 5.2:

 "5.2 Where any mortgage, charge or other security interest (the "**Security**") has been granted to a Secured Institution by any member then, notwithstanding any other provision of these Articles, the directors shall not decline to register any duly stamped transfer of shares registered in the name of that member if that duly stamped transfer:

 5.2.1 is executed by any member in favour of any person; or

 5.2.2 is executed by the Secured Institution or any receiver or nominee appointed by the Secured Institution pursuant to the security in favour of any person,



and that duly stamped transfer is presented with a certificate signed by a duly appointed officer of the Secured Institution or such receiver or nominee stating that the shares are to be transferred in accordance with rights granted under the Security.”;

1.3 the following shall be inserted as a new Article 20:

1.4 **“FINANCE DOCUMENTS**

20.1 Notwithstanding any other provisions of these Articles, these Articles are subject in all respects to the provisions of an Intercreditor Agreement between, amongst others, the Company and The Royal Bank of Scotland plc dated ~~24~~ May 2006 and the other Finance Documents (as such term is defined in a Senior Facilities Agreement between, amongst others, the Company and The Royal Bank of Scotland plc dated ~~24~~ May 2006). In the event of any inconsistency, the provisions of the Intercreditor Agreement and/or the Finance Documents will override these Articles. In particular, but without limitation, no payment shall be declared or made by the Company by way of dividend or other distribution on, or purchase, redemption, reduction or return of, shares or capital or by addition to or repayment of any dividend reserve if and to the extent that such payment is prohibited or restricted by the terms of the Finance Documents. For so long as the Finance Documents are subsisting, the Controlling Shareholder shall not be entitled to make, pursue or endorse any claim for unpaid dividends, distributions or redemption monies payable in respect of shares pursuant to the provisions of these Articles or otherwise if a reason for the non-payment of any such sums is prohibited by the terms of the Finance Documents.

20.2 Where any dividend or redemption payment is not made because of the provisions of Article 20.1, such dividend shall be paid or redemption payment made upon the necessary consents being obtained pursuant to the relevant provisions of the Finance Documents or to the bar thereon ceasing to apply pursuant to the terms of the Finance Documents.”

1.5 the existing Article 5 shall be hereafter renumbered as Article 5.1;

1.6 at the opening of the first sentence of Article 4.1 shall be inserted the words “Subject to Article 5.2 below,”; and

1.7 at the opening of the first sentence of Article 5.1 shall be inserted the words “Subject to Article 5.2 below,”.

2 THAT the terms of, the arrangements contemplated by, and the execution, delivery and performance by the Company of:

2.1 a senior facilities agreement made between, among others, Celerant Consulting Holdings Limited (the “**Parent**”), the Company as borrower and The Royal Bank of Scotland plc (the “**Bank**”) as lender, agent, mandated lead arranger and security trustee, providing for senior facilities of up to an amount equal to the sterling equivalent of US\$35,000,000 at the spot rate of exchange of the Bank as at the opening of business in London on 24 May 2006, (the “**Senior Facilities Agreement**”) and pursuant to which the Company will, inter alia, borrow certain

facilities and guarantee to the Finance Parties the due and punctual performance of all obligations of the other Obligors to the Finance Parties (each as defined in the Facilities Agreement);

- 2.2 a debenture in favour of the Bank as security trustee (the "**Security Trustee**") (the "**Debenture**") pursuant to which the Company, inter alia, will covenant with the Security Trustee that it will pay certain actual contingent, present and/or future obligations and liabilities of the Obligors to the Finance Parties and charge with full title guarantee in favour of the Security Trustee by way of first legal mortgage, all the freehold and leasehold property of the Company and by way of *fixed and floating charges substantially all the assets and undertaking of the Company* and assign certain rights by way of security for the same;
- 2.3 an intercreditor agreement to be entered into between, amongst others, the Parent, the Company, the Security Trustee and the Subordinated Creditors (each as defined therein) (the "**Intercreditor Agreement**") pursuant to which the rights of the Subordinated Creditors as against the Company's group will be subordinated to the rights of the Finance Parties;
- 2.4 a loan agreement (the "**Downstream Loan Agreement**") to be entered into between the Company and Topco pursuant to which Topco would lend to the Company the proceeds of the issue of certain shares in Topco;
- 2.5 a loan agreement (the "**Upstream Loan Agreement**") to be entered into between the Company as borrower and certain of its subsidiaries as lenders pursuant to which the Company would be able to borrow funds in order to, inter alia, service payments due under the Senior Facilities Agreement;
- 2.6 a fee letter (the "**Fee Letter**") to be entered into between the Company and the Bank (in various capacities) pursuant to which the Company would agree to pay certain fees in connection with the Senior Facilities Agreement; and
- 2.7 a hedging strategy letter (the "**Hedging Strategy Letter**") to be entered into between the Company and the Bank setting out the terms on which the Company would hedge certain of its liabilities under the Senior Facilities Agreement,

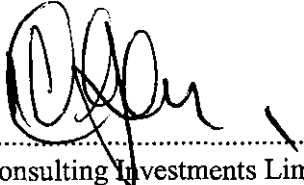
be and are hereby approved.

The Senior Facilities Agreement, the Debenture, the Intercreditor Agreement, the Downstream Loan Agreement, the Upstream Loan Agreement, the Fee Letter and the Hedging Strategy Letter are hereinafter collectively referred to as the "**Finance Documents**".

- 3 THAT (save as already approved above) the terms of, and the transactions contemplated by, the Finance Documents to which the Company is or is to be a party, the Senior Facilities Agreement and the Intercreditor Agreement be and are hereby approved.
- 4 THAT the execution and performance of the Finance Documents, the Senior Facilities Agreement and the Intercreditor Agreement is in the best interests of the Company and the directors of the Company be and hereby are generally authorised and directed to approve the terms of, and the transactions contemplated by, the Finance Documents, the Senior Facilities Agreement and

the Intercreditor Agreement and any related document or transaction as they may determine at their discretion.

- 5 THAT these resolutions shall have effect notwithstanding any provision of the Company's articles of association.

A handwritten signature in black ink, appearing to be 'O. J. M.', is written over a horizontal dotted line.

Celerant Consulting Investments Limited

Dated: 23 May 2006