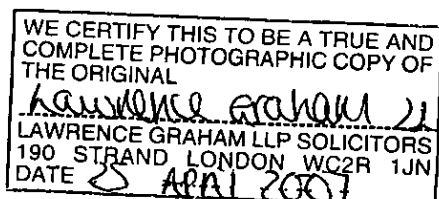


THE COMPANIES ACTS 1985 & 1989

COMPANY LIMITED BY SHARES



WRITTEN RESOLUTION

- of -

NURSELINK WORLDWIDE LIMITED (the "Company")

Resolved: 20 April 2007

We, the undersigned, being the sole Member for the time being of the Company entitled to receive notice of and to attend and vote at General Meetings HEREBY PASS the following special resolutions as Written Resolutions of the Company and agree that the said resolutions shall, pursuant to section 381A of the Companies Act 1985 (the "Act") (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

- 1 THAT subject to compliance with sections 155-158 of the Act any director of the Company be and is hereby empowered authorised and directed to sign the Ancillary Documents (as defined below) in connection with the refinancing of the existing indebtedness of Healthcare Locums Plc and its subsidiaries (including the Company), in such form as produced to the meeting or with such amendments thereto as the directors shall in their absolute discretion think fit
- 2 THAT the financial assistance and arrangements in respect of the Company and relating to
 - 2 1 a term facility agreement dated on or about the date hereof made between inter alios (1) the Company, (2) Healthcare Locums plc (the "Parent") (3) the Original Guarantors (as defined therein), (4) Barclays Capital and Allied Irish Banks, p l c as Arrangers, (5) the Original Lenders (as defined therein), (6) Barclays Bank PLC (the "Bank") as Agent, (7) the Bank as Security Agent, (8) the Bank as Invoice Discounting Facility Provider and ID Trustee and (9) the Bank and Allied Irish Banks, p l c as Hedging Counterparty (the "Facility Agreement") under which the Company, inter alia, agrees to guarantee each other Obligors (as defined in the Facility Agreement) obligations to the Bank including the obligations incurred by the Parent under the Facility Agreement (together the "Secured Obligations") and to indemnify each Secured Party (as defined in the Facility Agreement) immediately on demand against any cost, loss or liability suffered by that Secured Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal,
 - 2 2 a receivables financing agreement to be entered into between, inter alias, the Company and the Bank whereby the Bank will make confidential invoice discounting facilities available to the Company (and the other Obligors named therein) ("the RFA"),

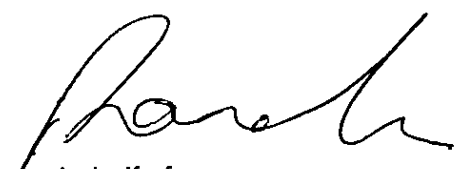


- 2 3 a group debenture (the "**Debenture**") to be granted by inter alios the Company in favour of the Bank as security agent, containing assignments and fixed and floating charges over the whole property, assets and undertaking of the Company as security for the Secured Obligations,
- 2 4 an intra-group loan agreement to be entered into between, inter alia, the Company (as lender) and the Parent (as borrower) (the "**Intra-Group Loan Agreement**") pursuant to which, inter alia, the Company will agree to lend money (up to £48,000,000) to the Parent in order that the Parent may, inter alia, service their debt obligations under the Facility Agreement, and
- 2 5 a security trust deed to be entered into inter alios by the Company and the Security Agent ("the **Security Trust Deed**") pursuant to which the Company will acknowledge the arrangements, rights and obligations of the parties to the Security Trust Deed and agree to act in accordance with those arrangements with respect to certain security under the Finance Documents and the application of payments under any Transaction Security Document,

(together, the "**Documents**")

as detailed in the statutory declaration sworn by the directors of the Company, be and are hereby approved,

- 3 THAT the execution, delivery and performance by the Company of the Documents, (together with that of any ancillary documents referred to in any of the foregoing documents) (together, the "**Ancillary Documents**") is for the benefit of and in the best interests of the Company for the purposes of carrying on its business and that there is full and fair consideration to the Company for the obligations it is undertaking in respect thereof,
- 4 THAT, notwithstanding that the entering into of the Ancillary Documents would constitute financial assistance within section 151 of the Companies Act 1985 (the "**Act**") the Ancillary Documents be and are hereby approved and that subject to the procedures set out in sections 155-158 of the Act being followed the giving of such financial assistance by the Company be approved. The original statutory declaration and its annexed auditors' report required by section 156(4) of the Act has been made available to the Member of the Company, and
- 5 THAT any act done or document executed pursuant to any of the foregoing paragraphs of this resolution shall be valid, effective and binding upon the Company notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Articles of Association (any such limitation being hereby suspended, waived, relaxed, or abrogated to the extent requisite to give effect to the foregoing resolutions)



By or on behalf of
HEALTHCARE LOCUMS PLC

A copy of this resolution was provided to the Auditors at the same time as to the Member

Acknowledged as received

BDO Stoy hayward LLP