



Company No.: 02046903

**COMPANIES ACTS 1985 TO 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**

**Written Resolutions of the Sole Member of**  
**HCR Limited**

**CERTIFIED A TRUE COPY**  
*Martin A. Welsh*  
**MARTIN A. WELSH**  
**SOLICITOR AND NOTARY**  
*Sedburgh* 13-4-2006

We the undersigned, being the sole member of HCR Limited (the "**Company**") who at the date of these resolutions would be entitled to attend and vote at a general meeting of the Company, in accordance with the provisions of section 381A of the Companies Act 1985 (as amended), (having provided a draft of these written resolutions to the auditors of the Company) (the "**Act**") and pursuant to the powers and authorities contained in the Memorandum and Articles of Association of the Company (the "**Articles**") **HEREBY RESOLVE** as follows, resolution numbered 1 to take effect as an ordinary resolution and resolutions numbered 2 to 6 (inclusive), to take effect as an ordinary resolution:

**Ordinary Resolution**

1. Words and expressions defined in a facility letter (an execution copy of which is appended hereto) to be entered into on or around the date hereof between HCR Group Holdings Limited as borrower and Fortis Bank S.A./N.V., UK Branch as lender (the "**Bank**"), (the "**Facility Letter**") have the same meaning when used herein.

**Special Resolution**

2. That subject to the compliance with sections 155 to 158 of the Act, the execution and performance by the Company of:
  - (a) a debenture to be entered into between the Company and the Bank, pursuant to which the Company would grant security over its assets and undertaking in favour of the Bank as security for all of its obligations to the Bank including those in respect of the Debenture, the Guarantee and the Facility Letter (the "**Debenture**");
  - (b) a guarantee to be entered into between the Company (as Guarantor) and the other Guarantors (being HCR Group Holdings Limited, HCR Group Limited, Homemove Plus Limited and Countrywide Relocation Limited) listed therein, and the Bank, pursuant to which the Company (as Guarantor) guarantees and indemnifies the Bank in relation to all monies owing by any Guarantor (other than itself), to the Bank, including any monies owing under the Guarantee, Debenture and Facility Letter (the "**Guarantee**");
  - (c) an intracompany funding agreement to be entered into between the Company and the other Lenders listed therein, (being HCR Group Limited, Homemove Plus Limited and Countrywide Relocation Limited) and HCR Group Holdings Limited as borrower, pursuant to which loans may be made available by any of the Lenders to HCR Group Holdings Limited (the "**Intracompany Funding Agreement**"); and

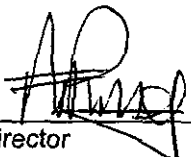
(d) a letter of support to be entered into between HCR Group Holdings Limited, the Company and the other Companies listed therein, (being HCR Group Limited, Homemove Plus Limited and Countrywide Relocation Limited) pursuant to which HCR Group Holdings Limited would provide certain financial support to the Companies (the "Letter of Support");

(the Debenture, Guarantee and Intracompany Funding Agreement are together referred to as the "Assistance Documents"),

(e) all such deeds and documents to do all such things as the Company or any one of its directors considers expedient or desirable in connection with the execution or performance by the Company of the Assistance Documents and the Letter of Support (the "Ancillary Documents"),

(the Assistance Documents, the Letter of Support and the Ancillary Documents are together referred to as the "Transaction Documents") be and are hereby approved.

3. The terms of and the transactions contemplated by the Transaction Documents be and are hereby approved.
4. The execution of the Transaction Documents is in the best interests of, and for the commercial and corporate benefit of, the Company.
5. The directors provide for the execution on behalf of the Company of the Transaction Documents with such amendments as persons authorised by the directors to execute the same may approve.
6. These resolutions shall have effect notwithstanding any provision of the Articles.

  
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Director  
For and on behalf  
**HCR GROUP LIMITED**

Dated: 11 October 2006