

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS IN WRITING

OF

STC INTERNATIONAL HOLDINGS LIMITED

(the "Company")

WE, being the sole member of the Company who would, at the date of these resolutions, have been entitled to attend and vote upon them as if they had been proposed at a general meeting of the Company at which we were present, **HEREBY RESOLVE**, in accordance with section 381A of the Companies Act 1985, to pass the following as written resolution by way of a written resolution

- 1 **THAT** the articles of association of the Company be amended by the insertion of the following text after paragraph 20

"21 Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration of any shares where such transfer is executed by any person to whom such shares have been charged by way of security, or by any nominee of any such person, pursuant to a power of sale under such security, and a certificate by any such person or any employee of any such person that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts"

- 2 **THAT** the articles of association of the Company be amended by the insertion of the following text after paragraph 21

"22. Distributions

22.1 Policy

Subject to clause 22 3 it is the intention of the shareholders that the Company (or other member of the Company's group) shall distribute to the shareholders (whether by way of distributions in respect of the shares, payment of interest on Loan Notes, redemption of Loan Notes, upstream loans or otherwise) the maximum amount available for such purposes in any financial year Accordingly, the shareholders agree that subject to

- (a) compliance with the terms of the Finance Agreements, applicable laws and regulations (including but not limited to the Companies Act), and



- (b) adequate provision being made for working capital requirements and for liabilities (whether actual or contingent),

the Company shall distribute to the shareholders (and shall procure that each other member of the Company's group shall distribute to its parent) the maximum amounts of available cash each financial year

2 1 *Recommendation, Declaration and Payment*

Each shareholder undertakes to exercise its respective rights as a shareholder, to procure, in so far as it is able, that all resolutions for the declaration or payment of dividends consistent with clause 22 1 are duly passed

2 2 *Changes to policy*

The policy in this clause 22 may be changed from time to time by the shareholders passing a special resolution to that effect

2 3 *Definitions*

In this clause

"Finance Agreement" means each of the following agreements

- (a) the senior facilities agreement between Dresdner Bank, AG, Niederlassung, Luxemburg as the facility agent and the security agent for itself and on behalf of the Finance Parties (as defined therein) (from time to time) and, *inter alios*, Macquarie UK Broadcast Ventures Limited dated on or about 2 April 2007,
- (b) junior facilities agreement between Dresdner Bank, AG, Niederlassung, Luxemburg as the facility agent and the security agent for itself and on behalf of the Finance Parties (as defined therein) (from time to time) and, *inter alios*, Macquarie UK Broadcast Enterprises Limited dated on or about 2 April 2007, and
- (c) the intercreditor agreement dated on or about 2 April 2007 between, among others, Holdco, New Junior Co, New UK Co, the Finance Parties, the Hedging Banks, any Intercompany Creditors (as defined therein) and any Intercompany Debtors (as defined therein)

"Loan Notes" means the fixed rate unsecured loan notes to be issued by the Company or another member of the Company's group pursuant to a loan notes instrument and which are

- (d) due 31 December 2017 unless a majority of the Shareholders agree to extend this date, and
- (e) listed, or intended to be listed on the Luxembourg Stock Exchange or another recognised investment exchange"

Signature

A handwritten signature in black ink, appearing to be 'D. M. S.', written in a cursive style.

for and on behalf of **NATIONAL GRID WIRELESS NO.2 LIMITED**

Date

3/4/07