

Company Number: 04419913

The Companies Act 1985

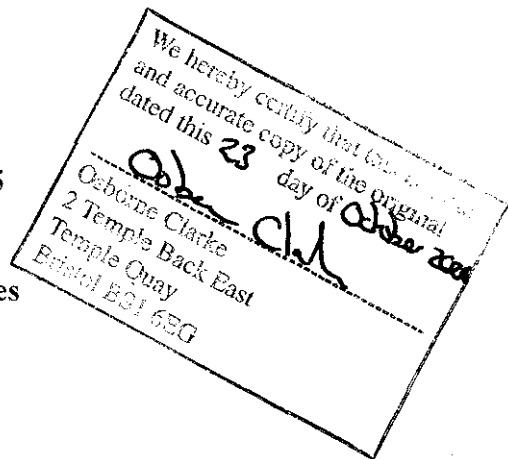
Company limited by shares

Written resolution

of

**Phones International Group Holdings Limited**  
**(the "Company")**

(passed on 18 October 2006)

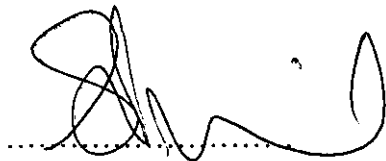


We, being the sole member of the Company entitled to attend and vote at an **extraordinary general meeting** of the Company, in accordance with paragraph 53 of Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended ("**Table A**") and incorporated in the Company's articles of association, having been supplied with a copy of the statutory declarations made pursuant to section 155 of the Companies Act 1985 and the auditors reports annexed thereto and copies of all draft documents referred to in this resolution, **HEREBY PASS THE FOLLOWING RESOLUTIONS IN WRITING**, which would otherwise be passed as special resolutions of the Company, and hereby agree in accordance with paragraph 53 of Table A that the said resolutions shall for all purposes be valid and effective as if passed as special resolutions at a general meeting of the Company duly convened and held:

1. That the giving of financial assistance by the Company to Oval (2074) Limited ("**Oval**") and others, within sections 151-158 (inclusive) of the Act for the acquisition of the share capital of the Company by Oval on 3 February 2006 by the execution, delivery and performance by the Company of the following documents:
  - (a) a term loan facility of £12,000,000 and a revolving credit facility of £4,000,000 to be entered into between (1) Oval (2) the Company (3) Phones International Group Limited (4) Data Select Limited and (5) Barclays Bank PLC (the "**Bank**") (the "**Facilities Agreement**") whereby, amongst other things, Oval, the Company and certain of its subsidiaries, each as guarantor, irrevocably and unconditionally jointly and severally:
    - (i) guarantees to the Bank punctual performance by each Borrower (as defined in the Facilities Agreement) of all that Borrower's obligations under the Finance Documents (as defined in the Facilities Agreement);



- (ii) undertakes with the Bank that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document (as defined in the Facilities Agreement), that Guarantor (as defined in the Facilities Agreement) shall immediately on demand pay that amount as if it was the principal obligor; and
  - (iii) indemnifies the Bank immediately on demand against any cost, loss or liability suffered by the Bank if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that the Bank would otherwise have been entitled to recover;
- (b) a debenture (the "**Debenture**") to be entered into by the Company granting first fixed charges over the assets identified in the Debenture and a first floating charge over the remainder of the Company's undertaking by way of security for all obligations of the Company to the Bank from time to time, under the Finance Documents (as defined in the Facilities Agreement) and
- (c) an intra-group loan agreement (the "**Intra-Group Loan Agreement**") between Oval, the Company, Phones International Group Limited and Data Select Limited (other than Oval and the Company, the "**Subsidiaries**") pursuant to which each of the Company and the Subsidiaries agree (unless any such company may be unable to do so by reason of its insolvency) to provide funds to Oval, to enable it to meet its payment obligations in respect of the Facilities Agreement which will be used to enable Oval to discharge any liability or obligation incurred in connection with the financing of its acquisition of the entire issued share capital of the Company on 3 February 2006 (the "**Refinancing**").
- (a) to (c) together the "**Financial Assistance Documents**", such Financial Assistance Documents being in the form of the drafts attached to this written resolution be and is approved.
2. That the giving of financial assistance by the Subsidiaries (as described above) to Oval, within sections 151-158 (inclusive) of the Act for the purpose of the Refinancing by the execution, delivery and performance by each of the Subsidiaries of the Facilities Agreement and a debenture to be made between each of the Subsidiaries and the Bank, be and are hereby approved.



Director  
For and behalf of Oval (2074) Limited

Date: 18 October 2006