

AZZURRI SCOTLAND LIMITED
Company Number SC107812
(the "Company")

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

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, HEREBY PASS the following resolutions as written resolutions of the Company and hereby agree that the said resolutions shall for all purposes be as valid and effective as if passed as Special Resolutions at a general meeting of the Company duly convened and held.

WRITTEN RESOLUTIONS

- 1 THAT subject to compliance with sections 155-158 of the Act, the terms of, the arrangements contemplated by, and the execution, delivery and performance by the Company of:
 - 1.1 certain indemnities contained within a senior facilities agreement (the "**Senior Facilities Agreement**") to be made between (among others) the Company, Roma Acquisitions Limited (the "**Purchaser**"), The Governor and Company of the Bank of Scotland ("**BoS**") as agent, issuing bank and security trustee and the financial institutions named therein as lenders providing for senior facilities of up to £110,000,000 to be made available to Azzurri Communications Limited (the "**Target**") and the Purchaser as borrowers;
 - 1.2 certain indemnities contained within a mezzanine facilities agreement (the "**Mezzanine Facilities Agreement**") to be made between (among others) the Company, the Purchaser, BoS as mezzanine agent and security trustee and the financial institutions named therein as lenders, providing for mezzanine term facilities of up to £10,000,000 to be made available to the Target and the Purchaser as the borrowers;
 - 1.3 an intercreditor agreement to be made between, among others, the Company, the Purchaser, the Target, Roma Holdings Limited, the Investors, the Senior Lenders and the Mezzanine Lenders (each as defined therein) to govern the priority of claims between the parties to that agreement;
 - 1.4 a floating charge (the "**Floating Charge**") to be made between the Company as chargor and BoS as security trustee (the "**Security Trustee**"), pursuant to which the Company will give a floating charge over the whole of its property, assets and rights in favour of the Secured Parties (as defined in the Floating Charge) as security for the Obligors' (as defined in the Floating Charge) obligations under the Finance Documents (as defined in the Floating Charge); and
 - 1.5 a guarantee (the "**Guarantee**") to be made between the Company as guarantor and the Security Trustee in favour of the Finance Parties (as defined in the Guarantee) pursuant to which the Company guarantees the due and punctual performance of all the obligations of the Obligors (as defined in the Guarantee) under the Finance Documents (as defined in the Guarantee); and

- 1.6 an intercompany loan agreement between the Company and the Target as lenders and the Purchaser and the Target as borrowers (the “**Inter-Company Loan Agreement**”) under which the Company and the Target will provide a revolving credit facility up to £200,000,000 to the Purchaser and the Target to finance the payment of (a) amounts owing under the Senior Facilities Agreement and the Mezzanine Facilities Agreement, (b) amounts owing under certain loan notes and deep discounted notes issued by the Purchaser on 2 June 2006 in connection with its acquisition of the entire issued share capital of the Target and (c) certain fees and expenses incurred in connection with the acquisition.

(the documents referred to in paragraphs 1.1 to 1.6 above together the “**Documents**”) be and are hereby approved.

- 2 THAT, subject to compliance with sections 155-158 of the Act, the giving of financial assistance for the purposes of sections 151 and 152 of the Act by the Company in connection with the acquisition as set out in the Statutory Declaration sworn on the date hereof by the directors of the Company and the associated report of the auditors of the Company be and are hereby approved.

- 3 THAT (save as already approved above) the terms of, and the transactions contemplated by, the Finance Documents (as defined in the Senior Facilities Agreement) and the Finance Documents (as defined in the Mezzanine Facilities Agreement) to which the Company is or will be a party be and are hereby approved.

- 4 THAT the execution and performance of the Documents 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 Documents and any related document or transaction as they might determine at their discretion.

- 5 THAT the articles of association of the Company be amended by the insertion of a new article 15 as follows:

“15 Notwithstanding Article 14 or any provision of Table A, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer:

15.1 is to any bank, institution or other person to which such shares have been charged by way of security, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a “Secured Institution”); or

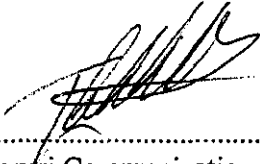
15.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or

15.3 is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer of shares upon receipt.”

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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 'Azzurri', written over a dotted line.

Azzurri Communications Limited

Dated: 6 July 2006

A copy of this resolution has been sent to the Company's auditors, or they have been otherwise notified of its contents, at or before the time this resolution was supplied to the sole member for signature.