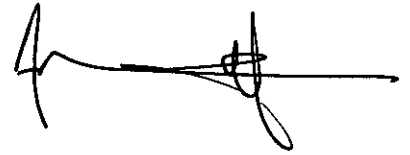


CERTIFIED A TRUE COPY  
For and on behalf of  
Morton Fraser LLP  
Date : 10/9/07



THE COMPANIES ACTS 1985

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF DALGLEN (NO 823) LIMITED

(Company Number SC231283)

(the "Company")

We, being all the shareholders entitled to receive notice of, attend and vote at general meetings of the Company HEREBY PASS by written resolution pursuant to section 381A of the Companies Act 1985 as special resolutions of the Company and in satisfaction of the obligations imposed on the Company by section 155(4) of the Companies Act 1985 (the "Act") (and subject to compliance with sections 155 158 of the Act) THAT

- 1 the provisions of the Finance Documents (as defined below) (as the same may be amended, varied, supplemented or substituted from time to time) which the Company is proposing to enter into in connection with the proposed acquisition of all of the shares in the Company held by the Vendors (as defined within the share purchase agreement) by Hero Management Service (UK) Limited ("the Purchaser") together with the financing of this acquisition by the Purchaser by way of a loan being provided by ICICI UK Bank PLC ("the Bank") be and are hereby approved and the directors of the Company be and are hereby empowered, authorised and directed to complete and enter into such documents being
  - i) under the terms of the accession deed to the Senior Facilities Agreement, the guarantee being granted by the Company, under the terms of which the Company
    - (a) agrees to guarantee to each Secured Party (as defined in the Senior Facilities Agreement) punctual performance by each other Obligor (as defined in the Senior Facilities Agreement) of all that Obligor's obligations under the Finance Documents,
    - (b) undertakes with each Secured Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document (as defined in the Senior Facilities Agreement), that Guarantor shall immediately on demand pay that amount as if it was the principal obligor, and
    - (c) indemnifies each Secured Party 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 The amount of the cost, loss or liability shall be equal to the



amount which that Secured Party would otherwise have been entitled to recover

(the "Senior Guarantee")

- ii) under the terms of the accession deed to the Working Capital Facilities Agreement, the guarantee being granted by the Company, under the terms of which the Company
  - (a) agrees to guarantee to each Secured Party (as defined in the Working Capital Facilities Agreement) punctual performance by each other Obligor (as defined in the Working Capital Facilities Agreement) of all that Obligor's obligations under the Finance Documents,
  - (b) undertakes with each Secured Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document (as defined in the Working Capital Facilities Agreement), that Guarantor shall immediately on demand pay that amount as if it was the principal obligor, and
- iii) indemnifies each Secured Party 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. The amount of the cost, loss or liability shall be equal to the amount which that Secured Party would otherwise have been entitled to recover

(the "Working Capital Guarantee"),

- iv) the accession deed to the intercreditor deed, under the terms of which, the Company agrees to become a New Intra Group Creditor with immediate effect and agrees to become a party to the Intercreditor Deed and to be bound by the terms of, the Intercreditor Deed as if it had originally been party to the Intercreditor Deed as an Intra Group Creditor (the "Intercreditor Accession Deed")
- v) the floating charge, under the terms of which the Company as security for the payment and discharge of the Indebtedness (as defined in the Floating Charge) grants in favour of the Security Agent (for the benefit of itself and the other Secured Parties) a floating charge over the whole of its property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company (the "Floating Charge"),
- vi) the shares pledge, under the terms of which the Company, as security for the payment and discharge of all the Indebtedness (as defined in the Shares Pledge) (whether of the Company or any other Obligor (as defined in the Facilities Agreement)) pledges and assigns to the Security Agent (for itself and as trustee for the Secured Parties) its whole right, title, interest and benefit in and to

its shareholding in Telecom Service Centres Limited (the "Shares") and all stocks, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income thereon or therefrom) which may at any time accrue or be offered or arise by way of redemption, purchase, bonus, preference, option or otherwise in respect of or derived from any of the Shares or any derivatives thereof including the proceeds of any sale of any of the Shares (the "Security Assets") and undertakes to ensure the transfer forthwith of the Security Assets to the Security Agent or its nominee as the Security Agent may direct (the "Shares Pledge")

- vii) the intragroup loan agreement to be entered into by the Company, Hero Management Service (UK) Limited, Telecom Service Centres Limited, Sigdev Limited and TSC Credit Management Limited (the "Intragroup Loan Agreement Under the terms of this agreement, the Company may borrow (or lend) to any of the other parties such loans (of differing amounts as may be agreed from time to time) at the rate of 1% above the base rate of Barclays Bank PLC, as that rate fluctuates from time to time (the "Intragroup Loan Agreement")

(the Senior Guarantee, the Working Capital Guarantee, the Intercreditor Accession Deed, the Floating Charge, the Shares Pledge and the Intragroup Loan Agreement being defined as the "Finance Documents")

- 2 the execution of the Finance Documents is in the best interests of the Company and the approval of the Company to enter into the Finance Documents is given notwithstanding that the Company might be held to be giving financial assistance for the purposes of sections 151 158 (inclusive) of the Act, and
- 3 the reimbursement of the Company to
  - i) Hero Management Service (UK) Limited for all costs, fees and expenses reasonably incurred in connection with the transactions contemplated herein, including, without limitation, all costs, fees and expenses related to the due diligence carried out by Hero Management Service (UK) Limited and its professional advisers, and the negotiation and drafting of the share purchase agreement and related documentation, and
  - ii) each of the Management Shareholders (as detailed in the share purchase agreement) for out of pocket legal fees and expenses reasonably incurred in connection with the re investment of up to fifty percent of the Purchase Price (as defined in the share purchase agreement), received by them, in the capital of Hero Management Service (UK) Limited provided that any amount paid to the Management Shareholders pursuant to the relevant cost clause in the share purchase agreement shall not exceed in aggregate £60,000

in connection with the acquisition of the shares in the Company is approved notwithstanding that the Company might be held to be giving financial assistance for the purposes of sections 151 158 (inclusive) of the Act,

4 in connection with the acquisition of the entire issued share capital of the Company by the Purchaser, the Company be and is hereby authorised to give financial assistance on the terms set out in the statutory declarations annexed to this resolution,

5 **THAT** the articles of association of the Company be amended as follows

(a) replace the definition of "Facilities Agreement" with

**"Facilities Agreement"** the agreement entered into in August 2007 made between Hero Management Service (UK) Limited, the companies listed in part 1 of schedule 1 of the Facilities Agreement as original borrowers, the companies listed in Part 1 of Schedule 1 as original guarantors, the financial institutions listed in part 2 of schedule 1 of the Facilities Agreement as lenders, ICICI Bank UK Plc as arrangers, security agent and facility agent and others relating to the provision of certain facilities

(b) replace the definition of "Intercreditor Deed" with

**"Intercreditor Deed"** the deed entered into in August 2007 made between, Hero Management Service (UK) Limited, the companies listed in part 1 of schedule 1 of the Intercreditor Deed as original borrowers, the companies listed in Part 2 of Schedule 1 as original guarantors, the companies listed in Part 3 of Schedule 1 as intragroup creditors, the financial institutions listed in part 4 of schedule 1 of the Intercreditor Deed as senior lenders, ICICI Bank UK listed in part 6 of schedule 1 of the Intercreditor Deed and others

(c) insert the following as Article 4.7

4.7 Notwithstanding any other provision of these Articles, the directors shall not decline to register any transfer of shares nor suspend registration thereof

4.7.1 where such transfer is in favour of the bank, lender or other financial institution or any nominee thereof and the transfer is as contemplated by, or pursuant to any mortgage or charge of shares granted in favour of the relevant bank, lender or financial institution or any nominee thereof (any such shares being "Pledged Shares"), or

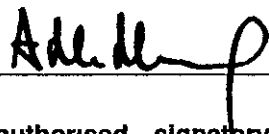
4.7.2 where such transfer is by or on behalf of the bank, lender or other financial institution or any nominee thereof (whether by a receiver, any delegate or sub delegate of the party to whom such security has been

granted or otherwise) in favour of any third party upon disposal or realisation of shares following the bank, lender or other financial institution or any nominee thereof having become entitled to exercise or enforce its rights under such mortgage or charge,

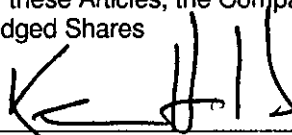
and a certificate by any officer of the bank, lender or financial institution or any nominee thereof that the relevant transfer is within this Article shall be conclusive evidence of that fact

(d) insert the following as Article 4 8

4 8 Notwithstanding any other provision of these Articles, the Company shall not have a lien in respect of any of the Pledged Shares



authorised signatory for Lloyds  
TSB Development Capital Limited



Ken Hills

31 August 2007

Date

by his duly authorised attorney



John Cole

31 August 2007

Date



Dean Hartley

31 August 2007

Date

by his duly authorised attorney

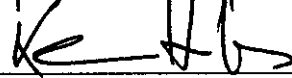


David Ewing

31 August 2007

Date

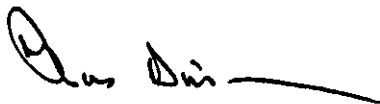
by his duly authorised attorney



Mark Walton

31 August 2007

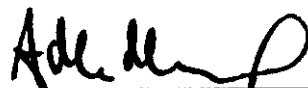
Date



Thomas Driscoll

31 August 2007

Date



authorised

signatory for LDC Co. Investment Plan  
2003

acting by its manager  
Lloyds TSB Development  
Capital Limited

31 August 2007

Date


Date

31 August 2007



~~PRASHANT  
LITWAL~~  
Brian Phillips, executed by  
~~PRASHANT  
LITWAL~~, Director of Hero  
Management Service (UK) Limited  
under power of attorney dated  
August 2007

31 August 2007  
Date



Fontmerle Limited, executed by  
~~PRASHANT  
LITWAL~~, Director of Hero  
Management Service (UK) Limited  
under power of attorney dated  
August 2007

31 August 2007  
Date