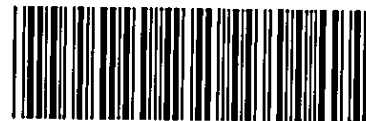


Company No. 3019440

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COMPANIES HOUSE

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

RAINBOW RADIO HOLDINGS LIMITED (the "Company")

Pursuant to regulation 53 of Table A of the Companies (Tables A to F) (Amendment) Regulations 1985 (incorporated into the Company's articles of association by article 1(a) of the articles of association) we, the undersigned, being all of the members of the Company having the right to attend and vote at a general meeting of the Company on the date of this resolution, hereby pass the following resolutions as special resolutions

- 1 That the Company's articles of association be and are hereby changed by the insertion of a new sub article 6 (c) as set out below

"6 (c) The second sentence of Regulation 59 of Table A shall be deleted in its entirety and replaced by the following sentence

"A member may appoint only one proxy to attend on the same occasion ""

- 2 That the Company's articles of association be and are hereby changed by the insertion of a new sub article 11(c) as set out below

"11(c) Any Director may participate in a meeting of directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment, whereby all persons participating in the meeting can hear one another, and participation in a meeting in this manner shall be deemed to constitute presence by such person at such a meeting "

We hereby certify this to be a true
and complete copy of the original

Darby Solicitors LLP

Darby Solicitors LLP

Date 17.4.07

- 3 That the Company's articles of association be and are hereby changed by the insertion of a new article 15 as set out below

"RELEVANT SHARES

- 15 (a) The following definitions shall apply in this article 15

"Relevant Person" means a person who becomes, or who has at any time previously become, entitled to a share or shares in the capital of the Company in consequence of the death or bankruptcy of a member (and whether that person has elected to become the holder of such share or shares in accordance with regulation 30 of Table A or not),

"Relevant Shares" means all shares in the capital of the Company to which the Relevant Person in question becomes or has become entitled in consequence of the death or bankruptcy of a member, together with any additional shares issued or transferred to that Relevant Person by virtue of that holding of shares,

"Sale Price" the sale price of the Sale Shares, determined in accordance with article 15(d),

"Sale Shares" means Relevant Shares in respect of which a Transfer Notice is deemed to have been given,

"Transfer Notice" means a notice deemed to have been given under article 15(b) by the Relevant Person in respect of the Relevant Shares to which that Relevant Person is entitled,

"Vendor" means the transferor(s) under a Transfer Notice,

- (b) Upon service of a written notice by the directors of the Company on a Relevant Person, a Transfer Notice shall be deemed to have been immediately served on the Company by that Relevant Person in respect of all of the Relevant Shares in question and those shares may not otherwise be transferred
- (c) A Transfer Notice constitutes the Company as the Vendor's agent for the sale of the Sale Shares in one or more lots at the discretion of the directors at the Sale Price
- (d) The Sale Price shall be the price agreed by the Vendor and the directors. If the Vendor and the directors are unable to agree a price within 21 days of the Transfer Notice being deemed to have been given, the Sale Price will instead be the price which the Company's auditors shall certify to be in their opinion a fair value of the Sale Shares. In arriving at their opinion, the Company's auditors will value the Sale Shares

- (i) as at the date the Transfer Notice is deemed to have been given,
- (ii) on a going concern basis as between a willing seller and a willing buyer,
- (iii) disregarding the fact (if such be the case) that the directors of the Company have determined in accordance with article 15(o) that the Sale Shares no longer carry any right to attend and vote at general meetings of the Company,
- (iv) ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest, and
- (v) on the assumption that the Sale Shares are capable of transfer without restriction

The decision of the Company's auditors as to the Sale Price shall be final and binding

- (e) If the Company's auditors are asked to certify the Sale Price, their certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Vendor
- (f) The cost of obtaining the certificate shall be paid by the Company unless the Sale Price certified by the Company's auditors is less than the price (if any) offered by the directors to the Vendor for the Sale Shares before the Company's auditors were instructed to determine the Sale Price, in which case the Vendor shall bear the cost
- (g) Within 14 days of the Sale Price being determined, the Sale Shares will be offered to the Company who may, subject to compliance with the relevant provisions of the Act, accept the offer in full or in part
- (h) If the Company indicates that it does not wish to accept the offer or it does not accept the offer within 28 days of it being made then, to the extent the Company does not so accept, the Sale Shares concerned will immediately be offered to the holders of ordinary shares in the capital of the Company (other than the Vendor)
- (i) The Sale Shares (excluding any that have been taken up by the Company) will be offered to all holders of ordinary shares (other than the Vendor) as soon as they become available (that is, the Company has either declined an offer of Sale Shares, any period for accepting it has elapsed or it has accepted it in part)

- (j) The offer under article 15(i) shall be in writing, specifying
- (i) the number of Sale Shares on offer and the Sale Price,
 - (ii) the fact that the sale is pursuant to a Transfer Notice, and
 - (iii) the date by which the application to purchase the Sale Shares has to be received by the Company (being a date not less than 14 days and no more than 21 days after the date of the notice)

The notice shall set out the method of allocation of the Sale Shares and shall invite each member to apply in writing to the Company for as many of the Sale Shares (if any) as that member would like to purchase

- (k) If the total number of Sale Shares applied for is more than the number of Sale Shares available, the directors shall allocate Sale Shares in satisfaction of each member's application for Sale Shares in accordance with the following formula (rounded down to the nearest whole number of shares) This formula shall be applied repeatedly until there are no Sale Shares left to be allocated Each application of the formula is an 'iteration'

$$A = \frac{B}{C} \times D$$

A is the number of Sale Shares to be allocated to the relevant member in the iteration

B is the number of shares in the capital of the Company held by the member

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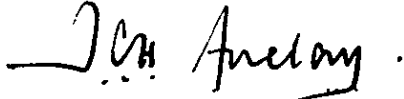
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allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the date by which applications had to be received) at which the sale of the Sale Shares shall be completed.

- (m) If the Company finds purchasers for all or any of the Sale Shares under this article 15, the Vendor shall, on receipt of the Sale Price, transfer the Sale Shares (or those Sale Shares for which the Company has found purchasers) to those purchasers. If the purchase is by the Company, the Vendor will also sign any purchase contract required under section 164 of the Act (that contract containing no obligations on the Vendor other than those consistent with transferring good title to the Sale Shares). If the Vendor does not perform his obligations under this article 15(m), the Company shall
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 - (iii) enter the names of the purchasers in the Company's register of members as the holder of the Sale Shares that were transferred to them.
- (n) Any purported transfer of shares which is not in accordance with these Articles is void.
- (o) At any time on or after the date on which a Transfer Notice is deemed to have been served in accordance with article 15(b) and if the directors of the Company so determine, the Relevant Shares to which that Transfer Notice relates shall, until such time as the directors determine otherwise (or, if earlier, until such time as the Relevant Shares have been transferred in accordance with this article 15), cease to carry any right to attend or vote at general meetings of the Company (but this fact shall not be taken into account in determining the Sale Price).
- (p) Article 15(b) shall not apply in relation to any shares in the capital of the Company which have been transferred by a Relevant Person to some other person, provided always that the directors of the Company have resolved to register the transfer of those shares to that other person."

Date 10 April 2007

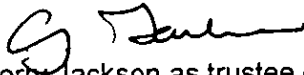


Jonathan Charles Harwood Anelay

Lance Edward Anelay



Carol Anelay as trustee of the J C H Anelay Accumulation and Maintenance Settlement



Gerry Jackson as trustee of the J C H Anelay Accumulation and Maintenance Settlement

Andrea Helen Exley

Andrea Helen Exley as trustee of the MNWT

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Company No 3019440

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of

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- (h) If the Company indicates that it does not wish to accept the offer or it does not accept the offer within 28 days of it being made then, to the extent the Company does not so accept, the Sale Shares concerned will immediately be offered to the holders of ordinary shares in the capital of the Company (other than the Vendor)
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Date *Fifth of April 2007*

Jonathan Charles Harwood Anelay



Lance Edward Anelay

Carol Anelay as trustee of the J C H Anelay Accumulation and Maintenance Settlement

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Company No. 3019440

THE COMPANIES ACT 1985

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WRITTEN RESOLUTION

of

RAINBOW RADIO HOLDINGS LIMITED (the "Company")

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Date. 10 April 2007

Jonathan Charles Harwood Anelay

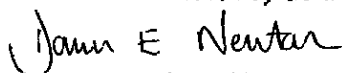
Lance Edward Anelay

Carol Anelay as trustee of the J C H. Anelay Accumulation and Maintenance Settlement

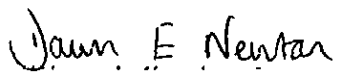
Gerry Jackson as trustee of the J C H. Anelay Accumulation and Maintenance Settlement

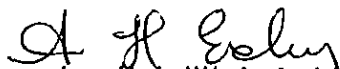

Andrea Helen Exley

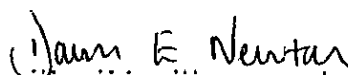

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Pursuant to regulation 53 of Table A of the Companies (Tables A to F) (Amendment) Regulations 1985 (incorporated into the Company's articles of association by article 1(a) of the articles of association) we, the undersigned, being all of the members of the Company having the right to attend and vote at a general meeting of the Company on the date of this resolution, hereby pass the following resolutions as special resolutions

- 1 That the Company's articles of association be and are hereby changed by the insertion of a new sub article 6 (c) as set out below

"6 (c) The second sentence of Regulation 59 of Table A shall be deleted in its entirety and replaced by the following sentence

"A member may appoint only one proxy to attend on the same occasion ""

- 2 That the Company's articles of association be and are hereby changed by the insertion of a new sub article 11(c) as set out below

"11(c) Any Director may participate in a meeting of directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment, whereby all persons participating in the meeting can hear one another, and participation in a meeting in this manner shall be deemed to constitute presence by such person at such a meeting "

We hereby certify this to be a true
and complete copy of the original

Dorothy Solihull LLP

Darbys Solicitors LLP

Date 17.4.07

- 3 That the Company's articles of association be and are hereby changed by the insertion of a new article 15 as set out below

"RELEVANT SHARES

- 15 (a) The following definitions shall apply in this article 15

"Relevant Person" means a person who becomes, or who has at any time previously become, entitled to a share or shares in the capital of the Company in consequence of the death or bankruptcy of a member (and whether that person has elected to become the holder of such share or shares in accordance with regulation 30 of Table A or not),

"Relevant Shares" means all shares in the capital of the Company to which the Relevant Person in question becomes or has become entitled in consequence of the death or bankruptcy of a member, together with any additional shares issued or transferred to that Relevant Person by virtue of that holding of shares,

"Sale Price" the sale price of the Sale Shares, determined in accordance with article 15(d),

"Sale Shares" means Relevant Shares in respect of which a Transfer Notice is deemed to have been given,

"Transfer Notice" means a notice deemed to have been given under article 15(b) by the Relevant Person in respect of the Relevant Shares to which that Relevant Person is entitled,

"Vendor" means the transferor(s) under a Transfer Notice,

- (b) Upon service of a written notice by the directors of the Company on a Relevant Person, a Transfer Notice shall be deemed to have been immediately served on the Company by that Relevant Person in respect of all of the Relevant Shares in question and those shares may not otherwise be transferred
- (c) A Transfer Notice constitutes the Company as the Vendor's agent for the sale of the Sale Shares in one or more lots at the discretion of the directors at the Sale Price
- (d) The Sale Price shall be the price agreed by the Vendor and the directors. If the Vendor and the directors are unable to agree a price within 21 days of the Transfer Notice being deemed to have been given, the Sale Price will instead be the price which the Company's auditors shall certify to be in their opinion a fair value of the Sale Shares. In arriving at their opinion, the Company's auditors will value the Sale Shares

- (i) as at the date the Transfer Notice is deemed to have been given,
- (ii) on a going concern basis as between a willing seller and a willing buyer,
- (iii) disregarding the fact (if such be the case) that the directors of the Company have determined in accordance with article 15(o) that the Sale Shares no longer carry any right to attend and vote at general meetings of the Company,
- (iv) ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest, and
- (v) on the assumption that the Sale Shares are capable of transfer without restriction

The decision of the Company's auditors as to the Sale Price shall be final and binding

- (e) If the Company's auditors are asked to certify the Sale Price, their certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Vendor
- (f) The cost of obtaining the certificate shall be paid by the Company unless the Sale Price certified by the Company's auditors is less than the price (if any) offered by the directors to the Vendor for the Sale Shares before the Company's auditors were instructed to determine the Sale Price, in which case the Vendor shall bear the cost
- (g) Within 14 days of the Sale Price being determined, the Sale Shares will be offered to the Company who may, subject to compliance with the relevant provisions of the Act, accept the offer in full or in part
- (h) If the Company indicates that it does not wish to accept the offer or it does not accept the offer within 28 days of it being made then, to the extent the Company does not so accept, the Sale Shares concerned will immediately be offered to the holders of ordinary shares in the capital of the Company (other than the Vendor)
- (i) The Sale Shares (excluding any that have been taken up by the Company) will be offered to all holders of ordinary shares (other than the Vendor) as soon as they become available (that is, the Company has either declined an offer of Sale Shares, any period for accepting it has elapsed or it has accepted it in part)

- (j) The offer under article 15(i) shall be in writing, specifying
- (i) the number of Sale Shares on offer and the Sale Price,
 - (ii) the fact that the sale is pursuant to a Transfer Notice, and
 - (iii) the date by which the application to purchase the Sale Shares has to be received by the Company (being a date not less than 14 days and no more than 21 days after the date of the notice)

The notice shall set out the method of allocation of the Sale Shares and shall invite each member to apply in writing to the Company for as many of the Sale Shares (if any) as that member would like to purchase

- (k) If the total number of Sale Shares applied for is more than the number of Sale Shares available, the directors shall allocate Sale Shares in satisfaction of each member's application for Sale Shares in accordance with the following formula (rounded down to the nearest whole number of shares) This formula shall be applied repeatedly until there are no Sale Shares left to be allocated Each application of the formula is an 'iteration'

$$A = \frac{B}{C} \times D$$

A is the number of Sale Shares to be allocated to the relevant member in the iteration

B is the number of shares in the capital of the Company held by the member

C is the number of shares in the capital of the Company held by all members to whom the iteration is being applied

D is the number of Sale Shares or, after the first iteration, the number of Sale Shares remaining unallocated by previous iterations

If, in any iteration, a member would be allocated all or more than all of the Sale Shares for which he applied (including allocations from previous iterations) then any excess will not be allocated to that member That member will cease to take part in any further iterations and the excess Sale Shares will be available for allocation in the next iteration

- (l) The Company shall notify the Vendor and each member who applied for Sale Shares of the number of Sale Shares that have been

allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the date by which applications had to be received) at which the sale of the Sale Shares shall be completed.

- (m) If the Company finds purchasers for all or any of the Sale Shares under this article 15, the Vendor shall, on receipt of the Sale Price, transfer the Sale Shares (or those Sale Shares for which the Company has found purchasers) to those purchasers. If the purchase is by the Company, the Vendor will also sign any purchase contract required under section 164 of the Act (that contract containing no obligations on the Vendor other than those consistent with transferring good title to the Sale Shares). If the Vendor does not perform his obligations under this article 15(m), the Company shall
 - (i) (if so required by the persons willing to purchase the Sale Shares) receive and give a good discharge for the purchase money on behalf of the Vendor,
 - (ii) authorise some person to execute transfers of the Sale Shares in favour of the purchasers and the purchase contract, and
 - (iii) enter the names of the purchasers in the Company's register of members as the holder of the Sale Shares that were transferred to them.
- (n) Any purported transfer of shares which is not in accordance with these Articles is void.
- (o) At any time on or after the date on which a Transfer Notice is deemed to have been served in accordance with article 15(b) and if the directors of the Company so determine, the Relevant Shares to which that Transfer Notice relates shall, until such time as the directors determine otherwise (or, if earlier, until such time as the Relevant Shares have been transferred in accordance with this article 15), cease to carry any right to attend or vote at general meetings of the Company (but this fact shall not be taken into account in determining the Sale Price).
- (p) Article 15(b) shall not apply in relation to any shares in the capital of the Company which have been transferred by a Relevant Person to some other person, provided always that the directors of the Company have resolved to register the transfer of those shares to that other person."

Date 10 April 2007

Jonathan Charles Harwood Anelay

Lance Edward Anelay

Carol Anelay as trustee of the J C H Anelay Accumulation and Maintenance Settlement

Gerry Jackson as trustee of the J C H Anelay Accumulation and Maintenance Settlement

Andrea Helen Exley

Andrea Helen Exley as trustee of the MNWT

Dawn Elizabeth Newton as trustee of the MNWT

Andrea Helen Exley as trustee of Newton No 2

Dawn Elizabeth Newton as trustee of Newton No 2

Andrea Helen Exley as trustee of Newton No 1

Dawn Elizabeth Newton as trustee of Newton No 1

Dawn Elizabeth Newton

Iain David Newton

Brian Openshaw
Brian Openshaw