

Company No: 5844348

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS

of

THE DATING LAB LIMITED

PASSED ON 23 JUNE 2009

At a GENERAL MEETING of the above-named Company duly convened and held on 4th Floor Swallow Place, London, W1B 2AG on 23 June 2009 at 3.00pm the following Resolutions were passed:

Ordinary resolutions

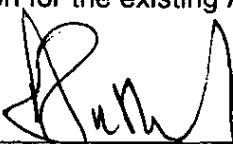
1. That the Scheme of Reorganisation, as more particularly described in the clearance documents submitted to, and the written clearance received from HM Revenue and Customs, copies of which are produced to the meeting and initialled by the Chairman of the meeting for identification purposes, be approved;

2 That the authorised share capital of the Company be increased from £1,000 to £2,501,000 by the creation of 2,500,000 "C" Ordinary shares of £1 such shares to have the rights and be subject to the conditions contained in the Articles of Association of the Company as adopted by a special resolution passed on the date hereof.

3. That the directors be generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 (1985 Act) to exercise all the powers of the Company to allot relevant securities (within the meaning of that section) up to an aggregate nominal amount of £2,501,000 provided that this authority is for a period expiring five years from the date of this resolution but the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired. This authority is in substitution for all subsisting authorities, to the extent unused.

Special resolutions

4. That the new Articles of Association of the Company, in the form produced to the meeting and initialled by the Chairman of the meeting for identification purposes, be adopted in substitution for the existing Articles of Association of the Company.



CHAIRMAN

SATURDAY



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ARGGVBNQ

18/07/2009

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COMPANIES HOUSE

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION¹

- of -

THE DATING LAB LIMITED²

("the Company")

PRELIMINARY

1. In these articles "Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 and "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
2. The regulations contained in Table A shall apply to the Company save insofar as they are excluded or modified by or inconsistent with the articles hereinafter contained and such regulations and articles shall be the articles of the Company. References herein to "Regulations" are to regulations of Table A.
3. The following Regulations shall not apply to the Company: 3, 5, 12, 14, 16, 23 to 26, 29 to 33, 35 to 57, 59 to 62, 64 to 81, 84, 85 to 98, 111 to 115 and 118.

SHARE CAPITAL

- 4.1 The authorised share capital of the Company at the date of the adoption of these Articles is £2,501,000 divided into 500 "A" ordinary shares of £1 each and 500 "B" ordinary shares of £1 each and 2,500,000 "C" ordinary shares of £1 each. Save for the "C" ordinary shares (the "C shares"), the authorised share capital of the Company shall consist only of "A" ordinary shares of £1 each (the "**A Shares**") and "B" ordinary shares of £1 each (the "**B Shares**") in the same proportions.

¹ By a special resolution of the Company passed on 23 June 2009, these articles of association were substituted for the Company's previous articles of association.

² By a special resolution of the Company passed on 25.1 2007, the Company's name was changed from "De Facto 1376 Limited" to "TP Internet Limited".

By a special resolution of the Company passed on 1 December 2008, the Company's name was changed from "TP Internet Limited" to "The Dating Lab Limited".

- 4.2 The A Shares and the B Shares shall be separate classes of shares and shall carry the respective voting rights and rights to appoint and remove directors contained in these Articles but in all other respects shall, unless and to the extent otherwise agreed in writing by the holder(s) of the A Shares (the "**A Shareholders**") and the holder(s) of the B Shares (the "**B Shareholders**"), be identical and rank *pari passu*.
5. The rights and restrictions attaching to the C Shares are as follows:
- (a) Income: The C Shares do not confer any right to participate in the profits of the Company.
 - (b) Capital: On a return of capital on winding up or otherwise, the assets of the Company available for distribution among the members shall be applied in repaying to the holder of each C Share in priority to repayment to the holders of any other class of share the nominal amount of the C shares.
 - (c) Repurchase of C Shares: Subject to the provisions of the Companies Act 1985 and/or Companies Act 2006, the Company may purchase C Shares by private treaty at a price of £1 per C Share.
 - (d) Redemption of C Shares: The Company has the right (subject to the provisions of the Companies Act 1985 and the Companies Act 2006) to redeem all or some of the C Shares outstanding at any time. The redemption monies payable on the C Shares shall be the nominal amount of the C shares. Redemption is effected by giving to the holders of the C Shares to be redeemed not less than 2 weeks' notice ("Redemption Notice"). The Redemption Notice shall specify the C Shares to be redeemed, the date fixed for redemption (the "Redemption Date") and the place at which the certificate (or certificates) for the C Shares are to be presented for redemption. Where the C Shares are held by more than one holder and if some only of the C Shares are to be redeemed, the board shall for the purpose of ascertaining the shares to be redeemed cause a drawing to be made at the Company's registered office (or at such other places the board may decide) in the presence of a representative of the auditors. On the Redemption Date each holder whose C Shares are to be redeemed is bound to deliver to the Company at the place stated in the Redemption Notice the certificate (or certificates) for those shares. On receipt, the Company shall pay to the holder the redemption monies due to him. If a certificate includes C Shares not redeemable on that occasion a new certificate for the balance of the C Shares shall be issued to the holder without charge. If a holder whose C Shares are to be redeemed under this paragraph fails to deliver the certificate (or certificates) for those shares to the Company, the Company may retain the redemption monies. The redemption monies shall be paid to the holder within 5 business days of receipt of the certificate (or certificates) or an indemnity in respect of the certificate (or certificates) in a form satisfactory to the board. No person has a claim against the Company for interest on retained redemption monies.
 - (e) Voting: C Shares confer the right to receive notice of but not to attend or vote at a general meeting or annual general meeting of the Company.
6. Sections 89(1) and 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in the Act) of the Company.
7. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust even when the Company shall have express notice of the same, and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

ISSUES AND ALLOTMENTS OF SHARES

- 8.1 Unless otherwise agreed by all the members for the time being of the Company, unissued shares in the capital of the Company from time to time shall be issued only so that the issued share capital of the Company shall always consist of an equal number of A Shares and B Shares and each issue shall consist of the same number of A Shares and B Shares issued fully paid for cash to the holder of the A Shares and the holder of the B Shares respectively.
- 8.2 All shares of the Company shall be under the control of the directors who may (subject to Section 80 of the Act, to these Articles and any agreement in writing between the A Shareholders and the B Shareholders) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.
- 8.3 The directors may allot any relevant securities (as defined by Section 80(2) of the Act) of the Company to a nominal amount of £2,501,000 (being the amount of the existing authorised share capital of the Company at the date of the adoption of these Articles) in accordance with the provisions of these Articles.
- 8.4 The general authority conferred by this Article 8 shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the date of the adoption of these Articles unless varied or revoked or renewed by the Company in general meeting.
- 8.5 The directors shall be entitled under the general authority conferred by this Article 8 to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.

CALLS ON SHARES

9. Subject to the terms of allotment, the directors may make calls upon the members in respect of any sums, whether in respect of nominal value or premium, that are unpaid on their shares and are not payable at fixed times under the said terms of allotment. Each member shall, subject to receiving at least 14 clear days' notice specifying when and where payment is to be made, pay to the Company as required by the notice the amount so called on his shares. A call may be revoked in whole or part before receipt by the Company of any sum due thereunder and payment of a call may be postponed in whole or part as the directors think fit.
10. The holder of a share at the time a call is due to be paid shall be the person liable to pay the call, and in the case of joint holders they shall be jointly and severally liable.
11. If any amount payable in respect of a share on allotment or at a fixed date, whether in respect of nominal value or premium or as an instalment of a call, is not paid, the provisions of these Articles and (in so far as applicable) the Regulations shall apply as if that amount had become due and payable by virtue of a call.

TRANSFER AND TRANSMISSION OF SHARES

12. The instrument of transfer of shares shall be in the usual form prescribed from time to time or, if none is so prescribed, then in such form as the directors may determine, and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
- 13.1 Unless otherwise agreed in writing by all the members for the time being of the Company, no share nor any interest in any share shall be transferred to any person.

- 13.2** Except in the case of a transfer agreed to in writing by all the members for the time being, no transfer of any share shall be registered by the directors.

GENERAL MEETINGS

- 14.** All meetings of the members of the Company other than annual general meetings shall be called general meetings.
- 15.** The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than 8 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

- 16.1** An annual general meeting shall be called by at least 21 clear days' notice. All other general meetings shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by all members entitled to attend and vote at such meeting.
- 16.2** The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
- 16.3** Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the members and to the directors and auditors.

PROCEEDINGS AT GENERAL MEETINGS

- 17.1** No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be not less than two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a member which is a corporation, at least one of whom shall be, or represent (as proxy or duly authorised representative), an A Shareholder and one shall be, or represent (as proxy or duly authorised representative), a B Shareholder but so that such quorum shall throughout the meeting include one person being or representing (as aforesaid) an A Shareholder and one person being or representing (as aforesaid) a B Shareholder. A member or his proxy may validly participate in any general meeting through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting.
- 17.2** If, within one hour after the time appointed for holding the general meeting, there is no quorum (or if during a meeting a quorum ceases to be present) the general meeting, if convened upon the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place (and, in the case of attendance through the medium of conference telephone, with similar arrangements for attendance in such manner). If at the adjourned meeting a quorum is not present (or a quorum ceases to be present) then the meeting shall be further adjourned to the same day in the next week, at the same time and place (and, in the case of attendance through the medium of conference telephone, with similar arrangements for attendance in such manner) and if at such further adjourned meeting a quorum is not present or ceases to be present then the meeting shall be dissolved.
- 17.3** The Chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as Chairman of the meeting, but if neither the Chairman nor such other director (if any) is present within 15 minutes after the time

appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be Chairman and if there is only one director present and willing to act, he shall be Chairman.

- 17.4** If no director is willing to act as Chairman, or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.
- 17.5** A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 17.6** The Chairman may, with the consent of all of the members present in person or by proxy or by duly authorised representative at a general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.
- 17.7** A resolution put to the vote of a general meeting shall be decided on a show of hands unless before, or on a declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
- 17.7.1** by the Chairman; or
- 17.7.2** by any member having the right to vote at the meeting
- and a demand by a person as proxy for or duly authorised representative of a member shall be the same as a demand by the member.
- 17.8** Unless a poll is duly demanded, a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 17.9** The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 17.10** In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall not be entitled to a second or casting vote in addition to any other vote he may have.
- 17.11** A poll demanded shall be taken forthwith. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn with the consent of the Chairman, the meeting shall continue as if the demand had not been made.
- 18.1** Subject to the provisions of the Act, anything which may be done by resolution of the Company in general meeting may be done, without a meeting and without any previous notice being required, by resolution in writing signed by or on behalf of all the members of the Company.

- 18.2** The signatures need not be on a single document provided each is on a document which actually states the terms of the resolution.
- 18.3** The date of the resolution shall be the date when the resolution is signed by or on behalf of the last member to sign.
- 18.4** Subject to the provisions of the Act, a resolution agreed to in accordance with the provisions of this Article 18 shall have effect as if passed by the Company in general meeting and any reference in any enactment to a meeting at which a resolution is passed or to members voting in favour of a resolution shall be construed accordingly.
- 18.5** Any such resolution may be signed on behalf of any member by it or him or its or his attorney and signature in the case of a corporation which is a member shall be sufficient if made by a director or the secretary thereof or by its duly appointed attorney or authorised representative.
- 18.6** A resolution may be agreed in accordance with this Article which would otherwise be required to be passed as a special, extraordinary, ordinary or elective resolution; and any reference to a special, extraordinary, ordinary or elective resolution includes such a resolution.
- 18.7** A copy of any written resolution proposed to be agreed to in accordance with this Article 18 shall be sent to the company's auditors.
- 18.8** No written resolution shall have effect until the times specified in the Act.

VOTES OF MEMBERS

- 19.1** Subject to any agreement in writing between the A Shareholders and the B Shareholders, to any rights or restrictions attached to any shares and to the provisions of Article 19.7, on a show of hands every member present in person or by proxy or (if a corporation) present by a duly authorised representative shall have one vote, and on a poll every member shall have one vote, for every share of which he is the holder provided always that upon any vote for the appointment or removal of an A Director, as defined in Article 20, the B Shares shall carry no vote and upon any vote for the appointment or removal of a B Director, as defined in Article 20, the A Shares shall carry no vote.
- 19.2** No member shall be entitled to vote at any general meeting or at any separate meeting of the holders of any class of shares unless all calls or other sums presently payable by him in respect of shares of the Company have been paid.
- 19.3** On a poll, votes may be given either personally or by proxy.
- 19.4** An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor (if a corporation, under the hand of a duly authorised officer of the corporation) and shall be in such form as the directors may determine or, failing such determination, in any usual form.
- 19.5** The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors shall be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not later than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in the manner so permitted shall be invalid.

- 19.6** In the case of joint holders, the vote of the senior who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 19.7** Subject to any agreement in writing between the A Shareholders and the B Shareholders no resolution (including ordinary, extraordinary, special and elective resolutions) of the Company shall be deemed to be passed unless all the holders (including proxies or duly authorised representatives) of the A Shares and all the holders (including proxies or duly authorised representatives) of the B Shares shall have voted in favour of the same.

DIRECTORS

- 20.** Unless and until the Company in general meeting shall otherwise determine, the number of directors shall not be subject to any maximum but shall not be less than 4 of whom not more than 2 shall be appointed by the holder or holders of the A Shares (the "**A Directors**") and not more than 2 shall be appointed by the holder or holders of the B Shares (the "**B Directors**") in accordance with Article 21.
- 21.1** Subject to the limits on the number of directors contained in Article 20 and the restriction on the composition of the board contained in Article 21.4:
- 21.1.1** the holder or holders of the A Shares may at any time and from time to time appoint any person as an A Director, may remove any A Director so appointed by them and may appoint others as A Directors in their stead or in the place of any A Director so appointed who shall vacate office for any reason or die; and
- 21.1.2** the holder or holders of the B Shares may at any time and from time to time appoint any person as a B Director, may remove any B Director so appointed by them and may appoint others as B Directors in their stead or in the place of any B Director who shall vacate office for any reason or die.
- 21.2** Every appointment or removal under this Article shall be made by memorandum in writing signed by or on behalf of the holder or holders for the time being of a majority of the shares of the relevant class (a corporation holding any such shares acting by resolution of its directors evidenced by the signature of any one of its directors) and shall take effect from the date on which such memorandum is lodged at (or deemed received at) the office or produced to a meeting of the directors.
- 21.3** No A Director shall have any right to vote on a resolution for the appointment or removal from office of a B Director and no B Director shall have any right to vote on a resolution for the appointment or removal from office of an A Director.
- 21.4** Subject to the limits on the number of directors contained in Article 20, the number of directors shall at all times consist of an equal number of A Directors and B Directors. In the event of an A Director or a B Director ceasing to be such, a replacement shall be appointed in accordance with this Article 21.

POWERS OF DIRECTORS

- 22.** Subject to the provisions of the Act, the memorandum of association of the Company, these Articles, any agreement in writing between the A Shareholders and the B Shareholders and any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the memorandum of association or these Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. A meeting of

directors at which a quorum is present may exercise all powers exercisable by the directors.

23. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
24. The directors may, with the consent of all the A Directors and all the B Directors, delegate any of their powers to any committee consisting of equal numbers of A Directors and B Directors. No such delegation shall be made except on the basis that the provisions of Articles 27 to 33 apply in their entirety to the proceedings of the committee. A majority of the A Directors or a majority of the B Directors may at any time by notice in writing signed by them and left at the office annul any such delegation with immediate effect but no person dealing in good faith and without notice of such annulment shall be affected thereby.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 25.1 The office of a director shall be vacated in any of the following events namely:-
 - 25.1.1 if he resigns his office by notice in writing to the Company;
 - 25.1.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - 25.1.3 if he is, or may be, suffering from mental disorder and either:-
 - (a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984, or
 - (b) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
 - 25.1.4 if he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
 - 25.1.5 if he is removed from office in accordance with the provisions of Article 21.
- 25.2 No director shall vacate his office or be ineligible for appointment or re-appointment as a director, by reason only of his having attained any particular age, nor shall special notice be required of any resolution appointing or approving the appointment of such a director or any notice be required to state the age of the person to whom such resolution relates.

DIRECTORS' INTERESTS

- 26.1 Subject to the provisions of the Act and any agreement in writing between the A Shareholders and the B Shareholders, and provided that he has disclosed to the directors the nature and extent of any interest of his (in accordance with Article 33), a director notwithstanding his office:-
 - 26.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

- 26.1.2** may be a director or other officer of or employed by or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested; and
- 26.1.3** shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 26.2** For the purposes of Article 26.1:-
- 26.2.1** a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 26.2.2** an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 26.2.3** a director who is a member or director of any other company shall be regarded as interested in any transaction between the Company and that other company and a general notice given by a director that he is a director or member of another company shall be deemed to be a disclosure that the director has an interest in any transaction between the Company and such other company.

PROCEEDINGS OF DIRECTORS

- 27.** The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit at the registered office of the Company or such other place as shall be agreed by the board PROVIDED THAT, unless otherwise agreed by the directors, a meeting of the directors shall be held at least once in every six months. Unless all the directors or their alternates (if any) indicate their willingness to accept shorter notice of a meeting of directors, at least fourteen days' prior notice of the time and place of each meeting of directors shall be given. Subject to any agreement in writing between the A Shareholders and the B Shareholders, no questions arising at any meeting of directors shall be determined and no resolutions shall be carried unless at least one of the A Directors or an alternate of one of the A directors and at least one of the B Directors or an alternate of one of the B Directors are present at the relevant meeting have approved such decision or voted in favour of such resolution. In the case of an equality of votes, the Chairman of the meeting (whether of the board or of a committee) shall not have a second or casting vote. Each A Director (or his alternate) and each B Director (or his alternate) shall have one vote each.
- 28.1** Notwithstanding the provisions contained in these Articles, a director may, and the secretary at the request of a director shall, at any time, call a meeting of the directors. Notice of every meeting of the directors shall be given to every director and to his alternate (if any).
- 28.2** Every notice of a meeting of the directors required to be given under these Articles may be served personally or sent by prepaid delivery post to the address for the time being supplied for the purpose to the secretary of the Company by the person entitled to receive the same. Every notice convening a meeting of the directors shall set out brief particulars of the business to be considered at such meeting.
- 29.1** The quorum necessary for the transaction of the business of the directors shall be two directors, at least one of whom shall be an A Director and at least one of whom shall be a B Director (or their respective alternates). An alternate director who is not himself a

director may, if his appointor is not present, be counted towards the quorum. If, within one hour of the time appointed for a Board meeting, there is no quorum (or if during a meeting a quorum ceases to be present), the director(s) present shall adjourn and reconvene the meeting to the same day in the next week, at the same time and place (and, in the case of attendance through the medium of conference telephone, with similar arrangements for attendance in such manner). Those directors present at such reconvened meeting shall be deemed to be a quorum. The requirement that an A Director and a B Director shall be present shall not apply, and such directors may conduct the business of the meeting and any resolution of the directors passed at such meeting shall be deemed to be a valid resolution of the directors PROVIDED THAT notice of such resolution of the directors had been given in the notice convening the relevant meetings of the directors.

- 29.2** Any director or his alternate may validly participate in a meeting of the board or a committee of the board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. All business transacted in such manner by the board or a committee of the board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the board or a committee of the board notwithstanding that fewer than two directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.
- 30.** The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. If there is no director holding that office, or if the director holding it, having had notice of the meeting, is not present within five minutes after the time appointed for it, the directors present shall appoint one of their number to be Chairman of that meeting.
- 31.** All acts done by a meeting of directors shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 32.** A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.
- 33.** Subject to any agreement in writing between the A Shareholders and the B Shareholders, a director may vote at a meeting of directors or of a committee of directors (and may be counted for the purposes of determining whether a quorum is present at any such meeting) on any resolution concerning any matter, contract or arrangement, or proposed contract or arrangement in which he has, directly or indirectly, an interest which conflicts or may conflict with the interests of the Company provided that at or prior to such meeting he complies in respect of such matter with the disclosure provisions of section 317 of the Act and declares the nature of his interest. Compliance with section 317 of the Act shall be sufficient disclosure by a director for the purpose of Regulations 85 and 86.

ALTERNATE DIRECTORS

- 34.1** Any director other than an alternate director shall have the power to appoint any other director or any person approved by the director in question to act as his alternate director and at his discretion to remove such alternate director. An alternate director shall have the same entitlement as his appointor to receive notices of meetings of the directors and to attend, vote and be counted for the purpose of a quorum of any meeting at which his appointor is not personally present and generally in the absence of his appointor to exercise and discharge all the functions powers and duties of his appointor. Any director acting as an alternate shall have an additional vote for every director for whom he acts as alternate.
- 34.2** Every appointment and removal of an alternate director shall be made by written notice to the Company signed by the director making or revoking the appointment and delivered at the registered office.
- 34.3** Save as otherwise provided in these Articles, an alternate director shall during his appointment be deemed to be a director for all purposes, shall not be deemed to be an agent of his appointor, shall alone be responsible for his own acts or defaults and shall be entitled to be indemnified by the Company to the same extent as if he were a director.
- 34.4** An alternate director shall not in respect of his office of alternate director be entitled to receive any remuneration from the company nor to appoint another person as his alternate. The appointment of an alternate director shall ipso facto determine if his appointor ceases for any reason to be a director or on the happening of an event which, if he were a director, would cause him to vacate the office of director, or if by written notice to the Company he shall resign such appointment.

DIVIDENDS

- 35.** The following sentence shall be added to the end of Regulation 104:-
- "The person entitled to any dividend shall be the holder (as defined in Table A) of the share upon such date as may be determined by the resolution declaring the dividend (or in the case of any interim dividend, determined by the directors) in respect of that share."

NOTICES

- 36.1** Any notices to be given to or by any person pursuant to these Articles shall be in writing.
- 36.2** The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company. A member may give any notice to the Company by sending it by post in a prepaid envelope addressed to the Company to the registered office.
- 36.3** A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

- 36.4 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.
- 36.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
- 36.6 If the recipient member is a limited company then all written notices shall be addressed to a director or the company secretary of the recipient member.

INSURANCE AND INDEMNITY

- 37 The Company may indemnify, out of the assets of the Company, any director or any director of any associated company against all losses and liabilities which he may sustain or incur in the execution of the duties of his office or otherwise in relation thereto, provided that this Article 28 shall only have effect insofar as its provisions are not void under sections 309A or 309B of the Act.
- 38 Subject to sections 337A(4) to (6) of the Act, the Company may provide a director with funds to meet expenditure incurred or to be incurred by him in defending any civil or criminal proceedings brought or threatened against him in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or in connection with any application under sections 144(3) or (4) or section 727 of the Act, and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under section 330 of the Act to enable a director to avoid incurring such expenditure.
- 39 The Company shall be entitled to purchase and maintain insurance for any director or any director of any associated company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any such associated company.
- 40 For the purpose of Articles 37 and 39, the expression "**associated company**" shall mean a company which is either a subsidiary or a holding company of the Company or a subsidiary of such holding company as such terms are defined in the Act.