Company number 06059330

THE COMPANIES ACT 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

- of –

BOOKLOVERSHOMEPAGE LIMITED

The undersigned, being the only member of the company who, at the date of these resolutions would be entitled to attend and vote at general meetings of the company HEREBY PASSES the following resolutions as elective, special or ordinary resolutions (as indicated) and agree that these resolutions shall. for all purposes be as valid and effective as if they had been passed by us all at a general meeting of the company duly convened and held.

ORDINARY RESOLUTIONS

1 That the 1 issued ordinary share of £1 in the capital of the Company be designated as 10 'A' ordinary shares of 10 pence each.

2 That the authorised share capital of the company be increased by £990 to £1,000. to be designated as 8,000 'A' ordinary shares of 10 pence each and 2,000 'B' ordinary shares of 10 pence each and that the memorandum of association be altered accordingly.

SPECIAL RESOLUTION

3. That the articles of association contained in the document attached to this resolution and initialled, be approved and adopted as the new articles of association of the company in substitution for and to the entire exclusion of the existing articles of association.

Dated 11 March 2008

HOMEPAGEVENTURES LIMITED

THE COMPANIES ACT 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF

BookLoversHomepage Limited
No: 06059330

1 The company's name is BooklLoversHomepage Limited

2 The Company's registered office is to be situated in England and Wales

3 The Company's objects are.

(a) To carry on the business of a general commercial company.

(b) To acquire by purchase, lease, exchange, hire or otherwise and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property of any kind

(c) To acquire by purchase, application, registration or otherwise and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, licences, secret processes, trade marks, designs, protections and concessions or any other intellectual property rights and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same

(d) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and undertake all or any of the liabilities of such person, firm or company as part of the consideration for such acquisition, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received

(e) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company

(f) To invest and deal with the monies of the Company not immediately required and to hold or otherwise deal with any investments made in such manner as the Company may from time to time determine

(g) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon and terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(h) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it

(i) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, warrants, debentures, and other negotiable or transferable instruments

(j) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests

(k) To acquire by subscription or otherwise, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, or any other securities issued or guaranteed by any company constituted or carrying on business in any part of the world, and any such securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world

(l) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest

(m) To promote any other company for the purpose of acquiring the whole or any part of the business or property of undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of

the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid

(n) To sell or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit

(o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts

(p) To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise

(q) To distribute among the Members of the Company in kind any property of the Company properly distributable amongst the Members

(r) To pay or procure the payment of all or any expenses incurred in connection with the promotion, formation and incorporation of the Company

(s) To give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors or employees of the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance including insurance for any Director, officer or Auditor against any liability incurred by such persons in respect of any act or omission by them in relation to the carrying out of their obligations and duties in relation to the Company

(t) Subject to and in accordance with a due compliance with the provisions of section 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act

(u) To procure the Company to be registered or recognised in any part of the world

(v) To do all or any of the things authorised in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(w) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or of any of the powers given to it by the Act or by this Clause

AND so that:

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company

(2) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere

(3) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited

5 The Company's share capital is £1,000 divided into 10,000 Ordinary 10 p Shares of 10 pence each

Dated this 11th day of March 2008

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF

BookLoversHomepage Limited
No: 06059330

(adopted by special resolution passed on 11th day of March 2008)

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) Regulations 1985 (SI 1985 No 1052) hereinafter referred to as "Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles

INTERPRETATION

In these Articles unless the context otherwise requires
'***these Articles***' means these articles of association in their present form or as from time to time altered;
'the Board' means the Board of Directors of the Company from time to time,
'the Chairman' means the Chairman of the Board for the time being,
'the Companies Acts' means every statute from time to time in force concerning companies in so far as the same applies to the Company;
'Member' means a shareholder for the time being of the Company,
Every reference in Table A to 'The Act' shall be construed as if the reference was to the Companies Acts
'Director' means any director appointed and holding office from time to time , and his duly appointed alternate
'the Office' means the registered office for the time being of the Company
'Option' means an option granted to or by a holder of 'B' shares
'Relevant Agreement' means any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the Members and which (expressly or by implication) supplements and/or prevails over any provision of these Articles

Any words or expressions defined in the Companies Acts in force at the date when these Articles or any part of them are adopted shall bear the same meaning in these Articles or such part (as the case may be).

Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective

PRIVATE COMPANY

2 The company is a private company.

SHARES

3. The share capital of the Company is £1,000 divided into 10,000 Ordinary 10p Shares of 10 pence each divided into 8,000 'A' ordinary shares of 10 pence each and 2,000 'B' ordinary shares of 10pence each The 'A' shares and the 'B' shares shall be separate classes of shares. Save as otherwise provided in these Articles or in any Agreement between the Members the 'A' shares and the 'B' shares shall rank pari passu in all respects.

The Directors are, subject to S80 of the Companies Act 1985, generally authorised to exercise any power of the Company to allot, grant options over or otherwise dispose of shares in the capital of the Company for such consideration and upon such terms and conditions as the Directors may determine, unless revoked or varied by Ordinary Resolution of the Company in General Meeting

In Regulation 32 of Table A the words "ordinary resolution" shall be deemed to be replaced by the words "special resolution"

LIEN

4 The lien conferred by Regulation 8 of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company for all moneys called or payable at a fixed time by a Member or his estate to the Company whether he be the sole registered holder thereof or one of two or more joint holders The Company's lien on a share shall extend to any expenses incurred by the Company in respect of such non-payment, and to interest on the amount unpaid from the day it became due and payable until it is paid

TRANSFER OF SHARES

5 Without prejudice to Regulation 5 of Table A, any Share held by a shareholder may be transferred to a person shown to the satisfaction of the Board to be a nominee of or a trustee for that shareholder only (the "Beneficial Shareholder") Any share held by such a nominee or trustee for such Beneficial Shareholder may be transferred to such Beneficial Shareholder or, subject to the proviso in this sub-paragraph, to another nominee or trustee for such Beneficial Shareholder.

Without prejudice to Regulation 5 of Table A, any Share held by a Member who is an individual may be transferred to a person shown to the satisfaction of the Board to be a trustee of a family trust set up by such Member (for the purposes of this Article a

"family trust" is a trust whose beneficiaries are exclusively the spouse and/or children of the Member)

The Representatives of a Member may at any time transfer all or any of the shares to which they are entitled to any person to whom the registered holder would be permitted to transfer the same under these Articles, but no other transfer shall be permitted by the transferee of such shares under these Articles unless all the Members agree in writing

Any 'B' share may be transferred to HomepageVentures Limited pursuant to an Option without complying with the other provisions of these Articles

Subject to the provisions of Articles 5,6,7 and 8 above, no transfer of any share shall be made or registered without the previous sanction of the Directors.

Regulation 24 of Table A shall not apply to the Company and the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share whether or not it is a fully paid share

PRE EMPTION

6. A Member wishing to dispose of all or any of his shares shall give notice to the Directors and such notice shall constitute the Company as agent of the transferor Member. Unless the Company in General Meeting shall otherwise direct all such shares authorised pursuant to Regulation 5 of Table A shall be offered to the remaining Members in proportion to their existing holding at the date of the offer and such offer is to be made in writing specifying the number of shares to which the Member is entitled and limiting the period within which the offer, if not accepted, will be deemed to be declined After the expiration of that period those shares so deemed to be declined shall be offered in the aforesaid proportions to those Members who have accepted all the shares offered to them The Directors may, at their discretion allot, or otherwise dispose of any such shares not accepted pursuant to such offer or further offer as they think fit save that such disposal shall not be on terms more favourable to the subscribers than the terms on which they were offered to the Members

In accordance with S91(1) of the Companies Act 1985, S89(1) and S90(1) to S90(6) inclusive of the Act shall not apply to the Company

NOTICES OF MEETINGS

7 Every notice calling a General Meeting shall comply with the provisions of Section 372(3) of the Companies Act 1985 as to giving information to Members in regard to their right to appoint proxies to attend and vote on their behalf and that such proxy need not be a Member of the Company Notices and other communications relating to any General Meeting, which any Member is entitled to receive shall be sent to the Directors and Auditors of the Company

In Regulations 53 and 93 of Table A and these Articles 'writing' shall be deemed to include photocopy, facsimile and other methods of reproducing or communicating writing in visible form

Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the register of Members (whether or not such address is within the United Kingdom), or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Member shall then be dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice of that fact Any such notice or other document, if sent by first-class post, shall be deemed to have been served or delivered on the day after the day when the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post

8 Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company Provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if such Member shall do so it shall be no objection to the validity of such meeting that notice was not given to such Member Regulations 112, 115 and 116 of Table A shall not apply

PROCEEDINGS AT GENERAL MEETINGS

9 All business at a General Meeting shall be deemed to be special business and shall be notified in the notice convening the meeting.

No business shall be transacted at any General Meeting unless a quorum of Members is present at the time the meeting proceeds to business 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 for a corporation, shall be a quorum. If, and for so long as, the Company has only one Member that Member present in person or by proxy shall be a quorum

If the Company has only one Member and that Member takes any decision which is required to be taken at a General Meeting or by a written resolution, that decision shall be as valid and effectual as if agreed by the Company in General Meeting save that this paragraph shall not apply to resolutions passed pursuant to S303 and S391 of the Companies Act 1985 Any decision taken by a sole Member shall be recorded in writing and delivered by that Member to the Company for entry in the Minute Book

DIRECTORS

10 Regulation 64 of Table A shall not apply to the Company Unless and until otherwise determined by special resolution of the Company in General Meeting there shall be no maximum number of the Directors and the minimum number of directors shall be one A sole Director shall have authority to exercise all the powers and authorities vested in the Directors by Table A and these Articles and Regulation 89 of Table A shall not apply to the Company.

Not less than fourteen days' notice of meetings of the Directors shall be given to each of the Directors at their address in the United Kingdom whether present in the United Kingdom or not and Regulation 88 of Table A shall be deemed to be modified accordingly.

A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company

The Directors may exercise all the powers of the Company to borrow money as to amount and upon such terms and in such manner as they think fit and, subject to S80 of the Companies Act 1985 to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital and to issue debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

A Director may vote at a meeting, on any resolution, in respect of any matter in which he has, directly or indirectly, any kind of interest and if he shall do so his vote shall be counted, and he may form part of a quorum for any meeting at which such voting occurs Regulations 94 to 97 inclusive of Table A shall not apply to the Company.

The Company shall not be subject to S293 of the Companies Act 1985 and accordingly any person may be appointed a Director if he is recommended by the Directors or, not less than fourteen or more than thirty-five clear days before the date of a meeting, notice signed by a Member qualified to vote at that meeting has been given to the Company of the intention to propose that person for appointment, together with a notice signed by that person of his willingness to be appointed.

The Directors shall not be required to retire by rotation and Regulations 73 to 80 inclusive of Table A shall not apply to the Company

INDEMNITY

11. Subject to the provisions of the Companies Acts, every Director, alternate Director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by such person in the execution and discharge of such

person's duties or in relation to such person's duties including any liability incurred by such person in defending any proceedings, civil or criminal, that relate to anything done or omitted or alleged to have been done or omitted by such person as an officer or employee of the Company and in which judgment is given in such person's favour (or the proceedings otherwise disposed of without any finding or admission of any material breach of duty on such person's part) or in which such person is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by the court Regulation 118 of Table A shall not apply

The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company

OVER-RIDING PROVISIONS

12. Notwithstanding the provision of these Articles, the Directors shall be obliged, as far as may be permitted by law, to act in all respects in accordance with and give effect to any Relevant Agreement

Dated this 11th day of March 2008