

Print of Special and Ordinary Resolution

OKA DIRECT LIMITED

The following resolutions were passed at an extraordinary general meeting of the company held at Unit 17 Farm Lane Trading Estate, 101 Farm Lane, Fulham, London SW6 1QJ on 7 November 2006 at 9 00am

ORDINARY BUSINESS

To receive and consider the report of the directors and the statement of accounts and the balance sheet of the company for the year ended 31 December 2005 with the auditors' report

SPECIAL BUSINESS (as a special resolution)

That the Articles of Association of the Company be amended by replacing the current Schedule to the Articles by the Schedule attached hereto, and that the amended Articles of Association be approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association of the Company

Signed



Secretary

3722366



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29/06/2007
COMPANIES HOUSE

SCHEDULE

For the purposes of the Schedule

"A Ordinary Shareholders' Return"	means the total subscription price paid for the Loan Stock increased by 25% per annum on a compound basis from the date of issue of such Loan Stock (such 25% to include any interest paid to such holders of A Ordinary Shares while holders of the Loan Stock),
"Base Return"	means the aggregate of the M Shareholders' Return and the Investors' Return,
"B Ordinary Shareholders' Return"	means (if the Total Price Paid is £25m or more) such amount as is equal to the Due Proportion of the M Shareholders' Gross Return attributable to the Current M Shares, or (if the Total Price Paid is less than £25m) nil,
"Current M Shares"	means the M Shares in issue on adoption of these Articles,
"Due Proportion"	means that proportion of the value on an Exit of the Current M Shares which the Schedules to the Service Agreements (when taken together) state that the Bonus Shares (as defined therein) will have and which, at the date of the adoption of these Articles, is 12%, up to a maximum of 15%,
"Excess"	means the Total Price Paid less the Base Return,
"Exit"	means a sale of the entire issued share capital of, or the flotation of, the Company,
"Investors' Return"	means the aggregate of the Ordinary Shareholders' Return and the A Ordinary Shareholders' Return,
"Investors' Gross Return"	means the Investor's Return plus 30% of the Excess,
"Investors' Net Return"	means the Investors' Gross Return less two thirds of the B Ordinary Shareholders' Return,
"Loan Stock"	means the loan stock from which A Ordinary Shares are converted,
"M Shareholders' Return"	means the proportion of the Total Price Paid as the number of M Shares in issue bears to the total number of shares in the Company in issue,
"M Shareholders'	

Gross Return"	means the M Shareholders' Return plus 70% of the Excess,
"M Shareholders Net Return"	means the M Shareholders Gross Return less one third of the B Shareholders' Return,
"Ordinary Shareholders' Return"	means the total subscription price paid for the Ordinary Shares increased by 25% per annum on a compound basis from the date of issue of such shares,
"Service Agreements"	means the Service Agreements of Miranda Grubb, David Jenkins, and any other executive of the Company, in which it is agreed Bonus Shares may, in the event of an Exit, be issued to the Executive, and Schedules means the schedules to such Service Agreements,
"Total Price Paid"	means the total price paid for, or the value of, the entire issued share capital of the Company on an Exit.

1 Subject to paragraph 2 below, on an Exit the holders of the M Shares, the holders of the Ordinary Shares and the holders of the A Ordinary Shares shall be entitled to participate in the Total Price Paid in proportion to their respective holdings of shares (as if the M Shares, the Ordinary Shares and the A Ordinary Shares constituted one class)

2 If the Total Price Paid exceeds the Base Return, the holders of the M Shares, the holders of the Ordinary Shares and the holders of the A Ordinary Shares shall be entitled to participate in the Total Price Paid as follows

2 1 the holders of the M Shares shall be entitled to receive the M Shareholders' Net Return,

2 2 the holders of Ordinary Shares and the holders of the A Ordinary Shares shall be entitled (subject to paragraph 4 below) to receive the Investors' Net Return

3 The holders of the B Ordinary Shares shall be entitled to the B Ordinary Shareholders' Return

4 The holders of the Ordinary Shares and the holders of the A Ordinary Shares shall participate in the amount of the Total Price Paid to them under paragraph 2 2 so that (a) the holders of the Ordinary Shares receive the Ordinary Shareholders' Return (b) the holders of A Ordinary Shares receive the A Ordinary Shareholders' Return, and (c) 30% of the Excess less two thirds of the B Ordinary Shareholders' Return is divided in proportion to their respective holdings of shares