

Company No. 04050521

Written Resolution of Viacom Interactive Limited (the "Company")

Circulation Date: 28 September 2018

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, it is proposed that the following special resolution (the "**Resolution**") be passed:

Special Resolution

- 1 To adopt articles in the form of the document attached as the new articles of association of the Company in substitution for and to the exclusion of all other articles of association

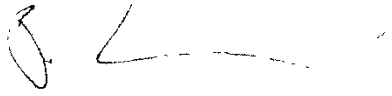
Please read the Notes below before signifying your agreement to the Resolution

The undersigned, being an "eligible member" (as defined in section 289 of the Companies Act 2006) and entitled to vote on the Resolution on the circulation date specified above, irrevocably agrees to the Resolution

WEDNESDAY



A7H9S34Q
A23 24/10/2018 #68
COMPANIES HOUSE



Director

Date 28 September 2018

For and on behalf of Channel 5 Broadcasting Limited

NOTES:

- 1 If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company at its registered office
2. If you do not agree to the Resolution, you do not need to do anything and you will not be deemed to agree if you fail to reply
3. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 4 Unless by sufficient agreement has been received for the Resolution to be passed within 28 days of the Circulation Date, they will lapse. If you agree to the Resolution, please ensure that your agreement reaches the Company before or during this date.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document

Company Number 04050521

A Private Company Limited by Shares

Articles of Association of Viacom Interactive Limited

(Adopted by Special Resolution on 28 September 2018)

Contents

No	Heading	Page
	Part 1 - Interpretation and Limitation of Liability	1
1.	Prescribed articles	1
2.	Defined terms	1
3.	Liability of shareholders	6
	Part 2 - Directors	6
4.	Directors' general authority	6
5.	Shareholders' reserve power	6
6.	Directors may delegate	6
7.	Committees	6
8.	Directors to take decisions collectively	7
9.	Calling a directors' meeting	7
10.	Participation in directors' meetings	7
11.	Casting vote	8
12.	Directors' interests	8
13.	Records of decisions to be kept	10
14.	Directors' discretion to make further rules	11
15.	Methods of appointing directors	11
16.	Termination of director's appointment	12
17.	Appointment or removal by notice	12
18.	Alternate Directors	12
19.	Directors' remuneration	14
20.	Directors' expenses	14
	Part 3 - Shares and Distributions	14
21.	All Shares to be fully paid up	14
22.	Powers to issue different classes of Share	15

23.	Share Capital	15
24.	Income and dividends	15
25.	Capital	16
26.	Voting	16
27.	Redemption of Preferred Shares	16
28.	Variation of class rights	17
29.	Allotment of Shares	18
30.	Company not bound by less than absolute interests	19
31.	Share certificates	19
32.	Replacement Share certificates	20
33.	Share transfers	20
34.	Transmission of Shares	20
35.	Exercise of transmitters' rights	21
36.	<i>Transmitters bound by prior notices</i>	21
37.	Procedure for declaring dividends	21
38.	Payment of dividends and other distributions	21
39.	<i>No interest on distributions</i>	22
40.	Unclaimed distributions	22
41.	Non-cash distributions	23
42.	Waiver of distributions	23
43.	Authority to capitalise and appropriation of capitalised sums	23
Part 4 - Decision-making by Shareholders		24
44.	Attendance and speaking at general meetings	24
45.	Quorum for general meetings	24
46.	Chairing general meetings	24
47.	Attendance and speaking by directors and non-shareholders	25
48.	Adjournment	25
49.	Voting: general	26

50.	Errors and disputes	26
51.	Poll votes	26
52.	Content of proxy notices	26
53.	Delivery of proxy notices	27
54.	Amendments to resolutions	27
	Part 5 - Administrative Arrangements	28
55.	Means of communication to be used	28
56.	Company seals	28
57.	Shareholders' right to inspect accounts and other records	29
58.	Indemnity	29
59.	Insurance	29

Part 1 - Interpretation and Limitation of Liability

1. Prescribed articles

No regulations or articles prescribed by subordinate legislation under any statute concerning companies shall form part of the articles of association of the Company.

2. Defined terms

2.1 In these articles, unless the context requires otherwise:

"Adoption Date" means the date on which these articles are adopted by resolution of the Company as its articles of association;

"Arrears" means in relation to any Share, all accruals, deficiencies and arrears of any dividend (including, for the avoidance of doubt, any Preferred Dividend) or other moneys payable in respect of or otherwise in relation to that Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient Available Profits to pay that dividend or other moneys, together with all interest and other amounts payable (and the Company is "in Arrears" if there are subsisting at that time any Arrears in relation to any Shares);

"Available Profits" means profits available for distribution within the meaning of Part 23 of the Companies Act;

"bankruptcy" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"board" means the board of directors for the time being, or a quorum of such directors at a duly convened meeting of the board;

"business day" means a day (other than a Saturday or Sunday) when clearing banks are open for general business in London;

"chairman" has the meaning given in article 10.4;

"chairman of the meeting" has the meaning given in article 47;

"Companies Act" means the Companies Act 2006 as amended, extended, consolidated or re-enacted from time to time;

"Conversion Date" has the meaning given in article 28.1;

"Conversion Rate" has the meaning given in article 28.3,

"director" means a director of the Company, and includes any person occupying the position of director, by whatever name called;

"distribution recipient" has the meaning given in article 39;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form,

"Downgrade" means the downgrade of the rating of the Preferred Shares by one or more gradations (including gradations within rating categories as well as between rating categories) by

each of the Ratings Agencies on any date from the date of the public notice of an arrangement that results in a Viacom Change of Control until the end of the 60-day period following public notice of the occurrence of a Viacom Change of Control (which period shall be extended so long as the rating of the Preferred Shares is under publicly announced consideration for possible downgrade by any of the Rating Agencies), provided that a Downgrade otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Viacom Change of Control (and thus shall not be deemed a Downgrade) if the Ratings Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Viacom Change of Control (whether or not the applicable Viacom Change of Control shall have occurred at the time of the Downgrade),

"electronic form" has the meaning given in section 1168 of the Companies Act;

"electronic means" has the meaning given in section 1168 of the Companies Act;

"End Date" means the date upon which the first to occur of any of the following takes place:

- (a) the Redemption Date in respect of a relevant Preferred Share; or
- (b) completion of a Liquidation;

"fully paid" in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company;

"hard copy form" has the meaning given in section 1168 of the Companies Act;

"holder" in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares;

"instrument" means a document in hard copy form,

"Issue Date" means in respect of a Share, the date on which the relevant Share is issued;

"Issue Price" means in respect of a Share, the price at which the relevant Share is issued, including any premium,

"Liquidation" means the occurrence of either (a) the appointment of a liquidator to the Company or (b) the application by creditors of the Company to a court for the winding up of the Company;

"Liquidity Event" means any of:

- (a) a Liquidation;
- (b) a distribution by the Company of all or substantially all of its business, undertaking and assets, or
- (c) a return of capital by the Company, other than by way of a redemption pursuant to article 27 or other than on a conversion pursuant to article 28;

"Optional Redemption Date" means 15 September 2022;

"ordinary resolution" has the meaning given in section 282 of the Companies Act,

"Ordinary Shareholders" means the registered holders of the Ordinary Shares (each being a **"Ordinary Shareholder"**),

"Ordinary Shares" means the ordinary shares of £1.00 each in the capital of the Company;

"paid" means paid or credited as paid,

"participate", in relation to a directors' meeting, has the meaning given in article 10,

"Preferred A Shares" means the preferred shares of US\$1.00 each in the capital of the Company existing following a conversion of the Preferred Shares pursuant to article 28 having the rights ascribed to them in these articles;

"Preferred A Share Rate" means from the Conversion Date to the End Date, a floating annual rate equal to 3 month LIBOR plus 483 bps of the sum of the Issue Price and Arrears per Preferred A Share, accruing on a daily basis from the Conversion Date until the date of payment and calculated on the basis of a 365 day year provided always that if the Company elects not to redeem the Preferred A Shares following the occurrence of both a Viacom Change of Control and Downgrade, the per annum Preferred A Share Rate will be increased by an additional 5.0 (five) percentage points from the date of such election not to redeem the Preferred A Shares,

"Preferred Amount" means

(a) the Issue Price together with a sum equal to any Arrears and any dividends accrued up to and including the Redemption Date for the respective Preferred Share, or

(b) in the event of the redemption of Preferred Shares due to a Viacom Change of Control and a Downgrade, an amount equal to 101% of the Issue Price together with a sum equal to any Arrears and any dividends accrued up to and including the Redemption Date in respect of each Preferred Share held; or

(c) in the event of the redemption of Preferred Shares due to a Ratings Agency Event, an amount equal to 102% of the Issue Price together with a sum equal to any Arrears and any dividends accrued up to and including the Redemption Date in respect of each Preferred Share held;

"Preferred Dividend" means the dividend payable in respect of each Preferred Share as specified in article 24 1;

"Preferred Dividend Date" means a date on which a Preferred Dividend Payment is scheduled for payment in accordance with article 24 2;

"Preferred Rate" means.

(a) from the Issue Date to the Preferred Shares Fixed Rate Reset Date, a fixed annual rate equal to 6.75% of the sum of the Issue Price and Arrears per Preferred Share accruing on a daily basis from the Issue Date of any Preferred Share until the date of payment and calculated on the basis of a 365 day year; or

(b) from the Preferred Shares Fixed Rate Reset Date to the Preferred Shares Fixed Reference Date, a fixed annual rate equal to such percentage of the sum of the Issue Price per Preferred Share at which the Preferred Shareholder is able to sell the Preferred Shares to the Reset Date Buyer at a price equal to the Preferred Amount on the Preferred Shares Fixed Rate Reset Date, accruing on a daily basis from the Preferred Shares Fixed Rate Reset Date until the date of

payment and calculated on the basis of a 365 day year; provided, that if no such buyer is identified by the Preferred Shareholder, the fixed annual rate shall remain the same as it was prior to the Preferred Shares Fixed Rate Reset Date;

provided always that if the Company elects not to redeem the Preferred Shares following the occurrence of both a Viacom Change of Control and Downgrade, the per annum Preferred Rate will be increased by an additional 5.0 (five) percentage points from the date of such election not to redeem the Preferred Shares;

"Preferred Shareholders" means the registered holders of the Preferred Shares (each being a **"Preferred Shareholder"**);

"Preferred Shares" means the redeemable preferred shares of US\$1.00 each in the capital of the Company having the rights ascribed to them in these articles;

"Preferred Shares Fixed Rate Reset Date" means 15 September 2017 or such other subsequent date as the board may agree from time to time;

"Preferred Shares Fixed Reference Date" means [31 December 2022];

"proxy notice" has the meaning given in article 53;

"Ratings Agencies" means Moody's Investors Service, Inc., S&P Global Ratings and Fitch Ratings, Inc.

"Ratings Agency Event" means if any of the Ratings Agencies makes certain changes adverse to the Company in the equity credit criteria for securities such as the Preferred Shares;

"Redemption Date" means the date on which a Preferred Share is redeemed;

"Redemption Notice" has the meaning given in article 27.1;

"Reorganisation" any variation of the share capital of the Company (whether that variation is a capitalisation issue (other than a scrip dividend or bonus issue), rights issue, consolidation, subdivision or reduction of capital or otherwise) that affects (or may affect) the value of the Preferred Shares;

"Reset Date Buyer" means a buyer of the Preferred Shares on the Preferred Shares Fixed Rate Reset Date that is acceptable to the Company; provided, that the consent of the Company to a buyer identified by the Preferred Shareholder shall not be unreasonably withheld;

"shareholder" means a person who is the holder of a Share;

"Shares" means shares in the Company,

"special resolution" has the meaning given in section 283 of the Companies Act,

"subsidiary" has the meaning given in section 1159 of the Companies Act,

"transmittee" means a person entitled to a Share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

"Triggering Event" means:

(a) any failure by the Company to pay a Preferred Dividend when due and payable following authorisation for payment by the board that continues for thirty 30 calendar days; or

(b) a Liquidation of the Company; or

(c) a Reorganisation of the Company;

"Viacom Change of Control" means the consummation of any transaction or series of related transactions (including, without limitation, any merger or consolidation) the result of which is that any "person" (individually and as that term is used in Section 13(d)(3) and Section 14(d)(2) of the Securities Exchange Act of 1934, as amended), other than Viacom Inc., one of its subsidiaries or Redstone Family Members, becomes the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of Viacom Inc., and following such transaction or transactions, Redstone Family Members beneficially own less than 50% of the Voting Stock of Viacom Inc., in each case, measured by voting power rather than number of shares; or

In this definition "Voting Stock," as applied to stock of any Person, means shares, interests, participations or other equivalents in the equity interest (however designated) in such Person having ordinary voting power for the election of a majority of the directors (or the equivalent) of such Person, other than shares, interests, participations or other equivalents having such power only by reason of the occurrence of a contingency.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof, or any other entity.

"Redstone Family Members" includes only the following persons: (i) Mr. Sumner Redstone, (ii) the estate of Mr. Redstone; (iii) each descendant of Mr. Redstone or spouse or former spouse of Mr. Redstone and their respective estates, guardians, conservators or committees; (iv) any spouse or former spouse of Mr. Redstone; (v) each "Family Controlled Entity" (as defined below); and (vi) the trustees, in their respective capacities as such, of each "Family Controlled Trust" (as defined below). The term "Family Controlled Entity" means (i) any not-for-profit corporation if more than 50% of its board of directors is composed of Redstone Family Members; (ii) any other corporation if more than 50% of the value of its outstanding equity is owned by Redstone Family Members; (iii) any partnership if more than 50% of the value of its partnership interests are owned by Redstone Family Members; and (iv) any limited liability or similar company if more than 50% of the value of the company is owned by Redstone Family Members. The term "Family Controlled Trust" includes certain trusts existing on the Adoption Date and any other trusts the primary beneficiaries of which are Redstone Family Members, spouses of Redstone Family Members and/or charitable organizations, provided that if the trust is a wholly charitable trust, more than 50% of the trustees of such trust consist of Redstone Family Members;

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2.2 Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act as in force on the date when these articles become binding on the Company

2.3 In these articles, unless the contrary intention appears, any reference to the singular includes the plural and vice versa and reference to any gender includes the other genders

3. Liability of shareholders

The liability of the shareholders is limited to the amount, if any, unpaid on the Shares held by them.

Part 2 - Directors

Directors' Powers and Responsibilities

4. Directors' general authority

Subject to these articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

5. Shareholders' reserve power

5.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

6. Directors may delegate

6.1 Subject to these articles, the directors may delegate any of the powers which are conferred on them under these articles.

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent,
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7. Committees

7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from these articles if they are not consistent with them.

Decision-making by Directors

8. Directors to take decisions collectively

8.1 Decisions of the directors must:

- (a) be a majority decision taken at a directors' meeting; or
- (b) take the form of a resolution in writing, copies of which have been signed by a majority of eligible directors or to which a majority of eligible directors has otherwise indicated agreement in writing, provided that the eligible directors signing or indicating agreement to the resolution would have formed a quorum at a directors' meeting.

8.2 References in article 8.1(b) to eligible directors are to directors that would have been entitled to vote on the matter and have their votes counted if it had been proposed as a resolution at a directors' meeting.

8.3 If:

- (a) the Company only has one director; and
- (b) no provision of these articles requires it to have more than one director,

the general rule does not apply, and the director may take decisions without regard to any of the provisions of these articles relating to directors' decision-making

9. Calling a directors' meeting

9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

9.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time,
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

9.3 Notice of a directors' meeting must be given to each director, but need not be in writing. Notice of a directors' meeting (or any adjournment thereof) given to a director by electronic means, if sent to an electronic address provided by the director for the purpose, is deemed to have been received by the director one hour after it was sent.

9.4 Entitlement to notice of a directors' meeting may be waived by a director by giving notice to that effect to the Company at any time before or after the meeting and such waiver does not affect the validity of the meeting or of any business conducted at it.

10. Participation in directors' meetings

10.1 Directors may participate in a directors' meeting by means of a conference telephone, video conferencing facility or similar communications equipment which allows all persons participating in the meeting to hear each other. If all the directors participating in a meeting are not in the same place, the meeting is to be treated as taking place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is. Quorum for directors' meetings

- 10.2 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on except a proposal to call another meeting. The quorum for a directors' meeting is two directors. Chairing of directors' meetings
- 10.3 The directors may appoint a director to chair their meetings.
- 10.4 The person so appointed for the time being is known as the chairman
- 10.5 The directors may terminate the chairman's appointment at any time.
- 10.6 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 11. Casting vote**
- 11.1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 11.2 But this does not apply if, in accordance with these articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 12. Directors' interests**
- 12.1 A director, notwithstanding his office and that in this situation he has, or can have, a direct or indirect interest or duty that conflicts, or possibly may conflict, with the interests of the Company, may be:
- (a) appointed as director of the Company by notice in writing by any shareholder in accordance with these articles,
 - (b) a shareholder or an employee or director or other officer of, or otherwise engaged by or interested in, any shareholder;
 - (c) an employee or director or other officer of any subsidiary of the Company or any body corporate in which the Company is otherwise interested;
 - (d) a beneficiary of any trust or trusts established for the benefit of employees and directors or former employees and directors of the Company.
- 12.2 The directors shall have power, in accordance with this article 12 to authorise (an "**Authorisation**") any other matter which would or might give rise to any breach of the duty of a director under Section 175 of the Companies Act to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company. For this purpose any reference to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 12.3 An Authorisation may be proposed to and resolved on by the directors in accordance with these articles in the same way as any other matter but shall only be effective where:
- (a) reasonable details of the matter or situation to which the Authorisation relates were disclosed to the directors; and
 - (b) in accordance with Section 175(6) of the Companies Act, any requirement as to the quorum at the meeting at which the Authorisation is considered is met without counting the director in question or any other interested director and the Authorisation was

agreed to without their voting or would have been agreed to if their votes had not been counted.

- 12.4 An Authorisation may be given subject to such terms and conditions as the directors may determine at their absolute discretion (including as to the period, extent and scope of the Authorisation, participation by the director in question in the decision making process where a decision of the directors is concerned with the matter to which the Authorisation relates and the disclosure and use of confidential information).
- 12.5 The directors may revoke or vary an Authorisation at any time, but this shall not affect anything previously done or omitted to be done by the relevant director in accordance with the terms of the Authorisation.
- 12.6 A director shall not be in breach of any duty he owes to the Company by virtue of the fact that pursuant to the terms of an Authorisation (for so long as he reasonably believes the matter to which the Authorisation relates subsists) he:
- (a) absents himself from meetings of the directors or other proceedings of the directors at which the matter to which the Authorisation relates will or may be discussed; or
 - (b) makes arrangements not to receive, or refrains from considering, any documents relating to the matter to which the Authorisation relates, or makes arrangements for a professional adviser to receive any such documents on his behalf.
- 12.7 Subject to the provisions of these articles and in particular but not limited to the provisions relating to conflicts of interest, confidential information and the restricted attendance, participation and voting rights of Preferred Shareholder Directors (as defined in article 15.1(d)), a director may from time to time disclose to any shareholder who has appointed him such information concerning the business and affairs of the Company as he sees fit
- 12.8 A director is not required to disclose to the Company any confidential information he obtains in any capacity described in article 12 1(b) or in relation to any matter to which an Authorisation relates, or to apply any such information in performing his duties as a director of the Company, if to do so would result in a breach of a duty or obligation of confidence owed by him
- 12.9 A director shall not be liable to account to the Company for any remuneration, profit or other benefit he derives directly or indirectly as a result of any situation described in article 12.1 or (save as provided by the Authorisation) resulting from any matter to which any Authorisation relates, and no contract shall be liable to be avoided on the grounds of any such remuneration, profit or benefit.
- 12 10 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company or any other matter in which a director is interested, or in relation to which he owes a duty to someone other than the Company, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 12 11 But if article 12 12 applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 12 12 This article applies when:

- (a) the Company by ordinary resolution disappplies the provision of these articles which would otherwise prevent a director from being counted as participating in the decision-making process;
- (b) the director's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest,
- (c) the director's interest or duty arises only out of any matter to which any Authorisation relates and the terms of the Authorisation permit him to participate in the decision-making process;
- (d) the director's interest or duty arises only from a situation described in article 12.1;
- (e) the director has declared the nature and extent of his interest or duty to the other directors at a directors' meeting or by notice in writing in accordance with section 184 of the Companies Act or by general notice in accordance with section 185 of the Companies Act; or
- (f) the director's conflict of interest or duty arises from a permitted cause.

12.13 For the purposes of this article, the following are permitted causes:

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
- (b) subscription, or an agreement to subscribe, for Shares or other securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such S or securities; and
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for directors or former directors.

12.14 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting

12.15 Subject to article 12.16, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

12.16 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

13. Records of decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

14. Directors' discretion to make further rules

Subject to these articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors

Appointment of Directors

15. Methods of appointing directors

15.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by notice to the Company by a shareholder holding a majority of the total voting rights of all the shareholders having the right to vote at general meetings;
- (b) by ordinary resolution; or
- (c) by a decision of the directors; or
- (d) in the event that no Preferred Dividend is paid by the Company for five consecutive calendar years, the Preferred Shareholder(s) may by notice in writing to the Company appoint such number of additional directors to the board as shall result in the holders of the Preferred Shareholders having control over a majority of directors on the board (provided always that the identity of any such additional director shall be subject to the prior approval of the Ordinary Shareholders, such consent not to be unreasonably withheld) (the "**Preferred Shareholder Directors**"). The Preferred Shareholder Directors shall have the power and authority to control a decision of the board to declare and pay a Preferred Dividend and any Arrears out of Available Profits, subject to compliance with all duties owed by the directors to the Company under the Companies Act or otherwise and provided always that the Preferred Shareholder Directors shall not be entitled to attend, form part of the quorum or vote on any matters to be considered by the board of directors (in a meeting or by way of written resolution) other than for the declaration and payment of any Preferred Dividend pursuant to this article. The Preferred Shareholder Directors shall immediately resign from the board following payment of all accumulated and unpaid Preferred Dividends pursuant to this article.;
- (e) following a Triggering Event which remains unremedied to any material extent thirty calendar days after receipt by the Company of a request in writing from the Preferred Shareholders requiring such Triggering Event to be rectified, the Preferred Shareholders may by notice in writing to the Company appoint such number of additional directors to the board as shall result in the holders of the Preferred Shareholders having control over a majority of directors on the board of directors of the Company (provided always that the identity of any such additional directors shall be subject to the prior approval of the Ordinary Shareholders, such consent not to be unreasonably withheld) (the "**Preferred Shareholder Directors**"). The Preferred Shareholder Directors shall have the power and authority to control a decision of the board with respect to the redemption of the Preferred Shares subject always to (i) the Company having sufficient Available Profits and (ii) compliance with all duties owed by the directors to the Company under the Companies Act or otherwise Any decision to redeem Preferred Shares taken by the board pursuant to this article shall be for redemption of any Preferred Shares in whole and not in part at a redemption price equal to the aggregate Preferred Amount. The Preferred Shareholder Directors shall not be entitled to attend, form part of the quorum or vote on any matters to be

considered by the board of directors (in a meeting or by way of written resolution) other than with respect to the redemption of any Preferred Shares pursuant to this article. The Preferred Shareholder Directors shall immediately resign from the board following the redemption by the board of the Preferred Shares.

15.2 In any case where, as a result of death, the Company has no shareholders and no directors, the personal representatives of the last shareholder to have died have the right, by notice in writing, to appoint a person to be a director.

15.3 For the purposes of article 15.2, where 2 or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

16. Termination of director's appointment

16.1 A person ceases to be a director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts; or
- (d) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

16.2 A shareholder holding a majority of the total voting rights of all the shareholders having the right to vote at general meetings may by notice to the Company remove from office any director (whether or not such director was appointed under article 15.1(a)).

17. Appointment or removal by notice

Any appointment or removal of a director under articles 15.1(a) or 16.2 must be made by notice in writing to the Company and takes effect on delivery to the registered office of the Company or at any directors' meeting or any later date specified in the notice.

18. Alternate Directors

18.1 Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers, and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor.

18.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

18.3 The notice must:

- (a) identify the proposed alternate, and

- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 18.4 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor.
- 18.5 Except as these articles specify otherwise, alternate directors:
 - (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions,
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be agents of or for their appointors
- 18.6 A person who is an alternate director but not a director:
 - (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
 - (b) may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).
- No alternate may be counted as more than one director for such purposes.
- 18.7 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.
- 18.8 An alternate director's appointment as an alternate terminates:
 - (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
 - (c) on the death of the alternate's appointor; or
 - (d) when the alternate's appointor's appointment as a director terminates, except that an alternate's appointment as an alternate does not terminate when the appointor retires by rotation at a general meeting and is then re-appointed as a director at the same general meeting
- 18.9 Subject to these articles, if a director has an interest in an actual or proposed transaction or arrangement with the Company.
 - (a) that director and that director's alternate may not vote on any proposal relating to it, but
 - (b) this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another appointor who does not have such an interest.

18.10 A director who is also an alternate director has an additional vote on behalf of each appointor who is:

- (a) not participating in a directors' meeting, and
- (b) would have been entitled to vote if they were participating in it.

19. Directors' remuneration

19.1 Directors may undertake any services for the Company that the directors decide.

19.2 Save for Preferred Shareholder Directors who shall not be remunerated, directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors; and
- (b) for any other service which they undertake for the Company.

19.3 Subject to these articles, a director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

19.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

19.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

20. Directors' expenses

The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
- (b) general meetings, or
- (c) separate meetings of the holders of any class of Shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

Part 3 - Shares and Distributions

Shares

21. All Shares to be fully paid up

21.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

21.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

22. Powers to issue different classes of Share

- 22.1 Subject to these articles, but without prejudice to the rights attached to any existing share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution
- 22.2 The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder on the terms of these articles.

23. Share Capital

- 23.1 In these articles, unless the context requires otherwise, references to Shares of a particular class shall include Shares created and/or issued after the Adoption Date and ranking pari passu in all respects (or in all respects except only as to the date from which those Shares rank for dividend) with the Shares of the relevant class then in issue.

24. Income and dividends

- 24.1 The Company shall, without any need for a resolution of the directors or of the Company in general meeting, and before application of any Available Profits to reserve or for any other purpose, accrue to the Preferred Shareholders a cumulative preferential cash dividend (the "**Preferred Dividend**") on each Preferred Dividend Date at the Preferred Rate.
- 24.2 Provided it has been previously authorised by the board, the Preferred Dividend shall be payable from the Issue Date for any Preferred Share up to and including the End Date semi-annually in arrears on 15 September and 15 March, save that the first payment shall be made on 15 September 2017 in respect of the period commencing on the relevant Issue Date up to and including 15 September 2017.
- 24.3 The Company may elect not to authorise the payment of any accrued Preferred Dividend on a Preferred Dividend Date. The election by the Company not to authorise the payment of any accrued Preferred Dividend which has become due for payment on a Preferred Dividend Date in the event of the Company having insufficient Available Profits to pay such Preferred Dividend on the Preferred Dividend Date or for any other reason shall not constitute a Triggering Event and shall be subject always to the rights of the holders of the Preferred Shares under article 15.1(d).
- 24.4 If the Company is unable to pay a Preferred Dividend in full on the Preferred Dividend Date by reason of having insufficient Available Profits then the Company may elect to pay such Preferred Dividend on the applicable Preferred Dividend Date to the extent that it is then lawfully able to do so or may elect not to authorise the payment of such Preferred Dividend in full or in part pursuant to article 24.3
- 24.5 Where the Company is in Arrears, the first Available Profits arising will be applied in an order of priority towards paying off the Arrears of any Preferred Dividend in the order in which such Arrears have accrued, subject to article 24.6.
- 24.6 Subject to the Companies Act and these articles, the directors shall be entitled to declare and pay interim dividends other than with respect to the Preferred Shares if justified by the Available Profits in respect of any relevant period. The holders of the Preferred Shares shall not be entitled to participate in any dividends other than the Preferred Dividend.

25. Capital

- 25.1 On a Liquidity Event, the surplus assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of the matters giving rise to the Liquidity Event shall be applied in the following manner and order of priority.
- (a) first, in paying to the Preferred Shareholders the Issue Price on each Preferred Share (provided that if there are insufficient surplus assets to pay the amounts per Preferred Share equal to the Issue Price, the surplus assets available shall be distributed to the Preferred Shareholders pro rata to their respective holdings of Preferred Shares); and
 - (b) second, in paying to the Preferred Shareholders any Arrears on each Preferred Share (provided that if there are insufficient surplus assets to pay the amounts per Preferred Share equal to the amount of the Arrears, the surplus assets available shall be distributed to the Preferred Shareholders pro rata to their respective holdings of Preferred Shares); and
 - (c) the balance of the surplus assets (if any) being distributed among the Ordinary Shareholders pro rata to the number of Ordinary Shares held.

26. Voting

- 26.1 Subject to any special rights or restrictions in these articles, the shareholders shall be entitled to receive notice of, to attend, to speak at and to vote at, general meetings of the Company.
- 26.2 Subject to any special rights or restrictions in these articles every shareholder shall have one vote on a show of hands, and one vote on a poll for each Share held by it provided, that the Preferred Shareholders shall possess a minimum of 10 percent of the total voting rights of all the shareholders having the right to vote at general meetings

27. Redemption of Preferred Shares

- 27.1 Subject to the Companies Act, the Company shall be entitled at any time on or after the Optional Redemption Date to redeem the Preferred Shares then in issue in full or in part by notice in writing to the Preferred Shareholders stating the number of Preferred Shares to be redeemed at the Preferred Amount (a "**Redemption Notice**") If a Redemption Notice is served by the Company the Preferred Shares which are the subject of the Redemption Notice shall become due for redemption
- 27.2 The Company may elect at any time prior to the Optional Redemption Date to redeem all but not part of the Preferred Shares then in issue by serving a Redemption Notice on the Preferred Shareholders in the event of the occurrence of any of the following
- (a) on or after the occurrence of a Ratings Agency Event; or
 - (b) on or after both a Viacom Change of Control and a Downgrade.
- 27.3 On any date on which all or any of the Preferred Shares may be redeemed pursuant to these articles and subject to the service of a Redemption Notice by the Company on the Preferred Shareholders, the Company shall redeem the number of Preferred Shares set out in the Redemption Notice and each relevant Preferred Shareholder shall deliver to the registered office of the Company the certificate(s) for the Preferred Shares to be redeemed (or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate(s)) and upon such delivery (and against the receipt by the relevant Preferred Shareholder for the Preferred Amount

payable in respect of its Preferred Shares) the Company shall pay each Preferred Shareholder the Preferred Amount for each Preferred Share being redeemed.

27.4 The Company shall in the case of a redemption in full cancel the share certificate of the Preferred Shareholder concerned, and in the case of a redemption of part of the holding of Preferred Shares included in a certificate either:

- (a) note the amount and date of redemption on the original certificate; or
- (b) cancel the original certificate and without charge issue a new certificate to the holder for the balance of the Preferred Shares not redeemed on that occasion.

27.5 If on any due date for redemption of Preferred Shares pursuant to these articles the Company is prohibited by law from redeeming all or any of the Preferred Shares then due to be redeemed pursuant to the Redemption Notice:

- (a) it shall on the due date redeem that number of the Preferred Shares as it may then lawfully redeem, and if there is more than one holder whose Preferred Shares are due to be redeemed then the Preferred Shares shall be redeemed in proportion as nearly as may be to such holders' existing holdings of Preferred Shares;
- (b) the Company shall subsequently redeem the balance of the relevant Preferred Shares as soon as practical after it is not so prohibited and, for so long as the prohibition remains and any Preferred Shares have not been redeemed (and notwithstanding any other provisions of these articles) the Preferred Dividend (and any Arrears on any Preferred Share if applicable) shall continue to accrue up to and including the date of redemption; and
- (c) if the Company fails to make any partial redemption of Preferred Shares on any due date for redemption, then subsequent redemptions of Preferred Shares shall be deemed to be of those Preferred Shares which first became due for redemption.

28. Conversion of Preferred Shares

28.1 On the Preferred Shares Fixed Reference Date the Preferred Shares shall automatically convert into Preferred A Shares (the "**Conversion Date**").

28.2 Each Preferred Shareholder shall deliver the certificate (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost certificate(s)) in respect of the Preferred Shares held by them and being converted on the Conversion Date to the registered office of the Company within 5 business days of receipt of a written notice from the Company requesting the delivery of such share certificate or lost share certificate indemnity to the Company.

28.3 The rate of conversion for the Preferred Shares into Preferred A Shares shall be one Preferred A Share for each Preferred Share held (the "**Conversion Rate**").

28.4 On the Conversion Date, all of the issued and unissued Preferred Shares shall without further authority than is contained in these articles stand converted into such number of Preferred A Shares as is determined in accordance with the Conversion Rate and the Preferred A Shares resulting from that conversion shall have rights identical to those of the Preferred Shares save that (i) the Preferred A Share Rate shall apply to the Preferred A Shares in place of the Preferred Rate and (ii) the Preferred A Shares shall not be convertible into other Shares. Save as set out in this article from the Conversion Date references to the Preferred Shares in these articles shall

be read as references to the Preferred A Shares and references to the Preferred Shareholder shall apply to the holder of the Preferred A Shares.

- 28.5 The Company shall on the Conversion Date enter the holder of the converted Preferred Shares on the register of members of the Company as the holder of the appropriate number of Preferred A Shares and, subject to the relevant holder delivering its certificate(s) (or indemnity) in respect of the Preferred Shares in accordance with article 28.2, the Company shall within 10 business days of the Conversion Date forward to such holder of Preferred Shares by post to its address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Preferred A Shares.
- 28.6 Following conversion of the Preferred Shares by the Preferred Shareholder pursuant to this article 28, the Preferred A Share Rate shall apply to the Preferred A Shares until the End Date
- 28.7 On a conversion of the Preferred Shares pursuant to this article 28 any Preferred Dividend accrued on the Preferred Shares since the preceding Preferred Dividend Date but prior to the Conversion Date and any Arrears on such Preferred Shares prior to the Conversion Date shall remain due to the Preferred Shareholder and shall be payable on the first occurring Preferred Dividend Date after conversion but for the avoidance of doubt shall not form part of the calculation of the first occurring Preferred Dividend on the Preferred A Shares

29. Variation of class rights

- 29.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a Liquidation) with the consent in writing of the holders of not less than 75 per cent. in nominal value of the issued shares of that class.
- 29.2 Neither the creation of a new class of Shares which has preferential rights to one or more existing classes of Shares nor the creation or issue of further Shares ranking *pari passu* with any the Shares of any existing class of Shares shall constitute a variation of the rights of those existing classes of Shares.
- 29.3 All the provisions of these articles relating to general meetings of the Company or to the proceedings at general meetings shall apply, with such modifications as are necessary, to separate general meetings of the holders of any class of Shares, except that:
- (a) the quorum at a separate general meeting shall be two shareholders of the class present in person or by proxy (or one shareholder, where it is the holder of all issued Shares of that class);
 - (b) a poll may be demanded by the chairman of the meeting or by any shareholder of the class present in person or by proxy; and
 - (c) every shareholder of the class shall, on a poll, have one vote in respect of every Share of the class held by it

30. Allotment of Shares

- 30.1 Subject to the remaining provisions of this article 30.1 and to article 30.2, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Companies Act and generally, to exercise any power of the Company to:

- (a) offer or allot;
- (b) grant rights to subscribe for or to convert any security into;
- (c) otherwise deal in, or dispose of,

any Shares (including Preferred Shares) to any person, at any time and subject to any terms and conditions as the directors think proper.

30.2 The authority referred to in article 30.1:

- (a) shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution; and
- (b) may only be exercised for a period of five years commencing on the Adoption Date, save that the directors may make an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority (and the directors may allot Shares in pursuance of an offer or agreement as if such authority had not expired).

30.3 Sections 561 and 562 of the Companies Act do not apply to the allotment of equity securities (within the meaning given by Section 560 of the Companies Act) by the Company or to the allotment of Preferred Shares.

31. Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any Share upon any trust, and except as otherwise required by law or these articles, the Company is not in any way to be bound by or recognise any interest in a Share other than the holder's absolute ownership of it and all the rights attaching to it.

32. Share certificates

32.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the Shares which that shareholder holds.

32.2 Every certificate must specify:

- (a) in respect of how many Shares, of what class, it is issued;
- (b) the nominal value of those Shares;
- (c) that the Shares are fully paid; and
- (d) any distinguishing numbers assigned to them.

32.3 No certificate may be issued in respect of Shares of more than one class

32.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

32.5 Certificates must:

- (a) have affixed to them the Company's common seal; or
- (b) be otherwise executed in accordance with the Companies Act.

33. Replacement Share certificates

33.1 If a certificate issued in respect of a shareholder's Shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed, that shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

33.2 A shareholder exercising the right to be issued with such a replacement certificate:

- (a) may at the same time exercise the right to be issued with a single certificate or separate certificates,
- (b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (c) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

34. Share transfers

34.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

34.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

34.3 The Company may retain any instrument of transfer which is registered.

34.4 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as holder of it.

34.5 The directors may refuse to register the transfer of a Share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

35. Transmission of Shares

35.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share

35.2 A transmittee who produces such evidence of entitlement to Shares as the directors may properly require:

- (a) may, subject to these articles, choose either to become the holder of those Shares or to have them transferred to another person; and
- (b) subject to these articles, and pending any transfer of the Shares to another person, has the same rights as the holder had

35.3 But transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those Shares

36. Exercise of transmitters' rights

- 36.1 Transmitters who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 36.2 If the transmitter wishes to have a Share transferred to another person, the transmitter must execute an instrument of transfer in respect of it
- 36.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmitter has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred

37. Transmitters bound by prior notices

If a notice is given to a shareholder in respect of Shares and a transmitter is entitled to those Shares, the transmitter is bound by the notice if it was given to the shareholder before the transmitter's name has been entered in the register of members.

Dividends and other Distributions

38. Procedure for declaring dividends

- 38.1 Subject to the provisions of these articles with respect to the Preferred Dividend, the Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.
- 38.2 Subject to the provisions of these articles with respect to the Preferred Dividend, a dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 38.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.
- 38.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the rights attached to any Shares, specify otherwise, it must be paid by reference to each shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.
- 38.5 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 38.6 If the directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

39. Payment of dividends and other distributions

- 39.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means.
- (a) transfer to a bank or building society account specified by the distribution recipient in writing,
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a

holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;

- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
- (d) any other means of payment as the directors agree with the distribution recipient in writing.

39.2 In these articles, "the distribution recipient" means, in respect of a Share in respect of which a dividend or other sum is payable:

- (a) the holder of the share; or
- (b) if the Share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

40. No interest on distributions

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by:

- (a) the rights attached to the share; or
- (b) the provisions of another agreement between the holder of that Share and the Company.

41. Unclaimed distributions

41.1 All dividends or other sums which are:

- (a) payable in respect of Shares; and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

41.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

41.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment; and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

42. Non-cash distributions

- 42.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).
- 42.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees

43. Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect, but if:

- (a) the Share has more than one holder; or
- (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

Capitalisation of Profits

44. Authority to capitalise and appropriation of capitalised sums

- 44.1 Subject to these articles, the directors may, if they are so authorised by an ordinary resolution:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions.
- 44.2 Capitalised sums must be applied:
- (a) on behalf of the persons entitled; and
 - (b) in the same proportions as a dividend would have been distributed to them.
- 44.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

- 44.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 44.5 Subject to these articles the directors may:
- (a) apply capitalised sums in accordance with articles 44.3 and 44.4 partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article.

Part 4 - Decision-making by Shareholders

Organisation of General Meetings

45. Attendance and speaking at general meetings

- 45.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 45.2 A person is able to exercise the right to vote at a general meeting when.
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 45.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 45.4 In determining attendance at a general meeting, it is immaterial whether any two or more shareholders attending it are in the same place as each other
- 45.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

46. Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

47. Chairing general meetings

- 47.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

47.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

- (a) the directors present; or
- (b) (if no directors are present), the meeting,

must appoint a director or shareholder to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

47.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

48. Attendance and speaking by directors and non-shareholders

48.1 Directors may attend and speak at general meetings, whether or not they are shareholders.

48.2 The chairman of the meeting may permit other persons who are not:

- (a) shareholders of the Company; or
- (b) otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

49. Adjournment

49.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

49.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment; or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

49.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting

49.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

49.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and

- (b) containing the same information which such notice is required to contain.

49.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting at General Meetings

50. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these articles.

51. Errors and disputes

51.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

51.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

52. Poll votes

52.1 A poll on a resolution may be demanded

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

52.2 A poll may be demanded by:

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

52.3 A demand for a poll may be withdrawn if.

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

52.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

53. Content of proxy notices

53.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which

- (a) states the name and address of the shareholder appointing the proxy;

- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - (d) is delivered to the Company in accordance with these articles and any instructions contained in the notice of the general meeting to which they relate.
- 53.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 53.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 53.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

54. Delivery of proxy notices

- 54.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 54.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 54.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 54.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by *written evidence of the authority of the person who executed it to execute it on the appointor's behalf.*

55. Amendments to resolutions

- 55.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- (a) *notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and*
 - (b) *the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution*
- 55.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if.

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 55.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

Part 5 - Administrative Arrangements

56. Means of communication to be used

- 56.1 Subject to these articles, anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Companies Act provides for documents or information which are authorised or required by any provision of the Companies Act to be sent or supplied by or to the Company.
- 56.2 Any communication by any shareholder to any other shareholder under these articles may be sent in any way in which the Company may from time to time send or supply anything to that other shareholder under article 56 1
- 56.3 *Subject to these articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.*
- 56.4 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 56 5 Anything sent or supplied by the Company to a shareholder, or by a shareholder to the Company, under and in accordance with the Companies Act, or by the Company or a shareholder under and in accordance with these articles, is deemed to have been received by the intended recipient:
 - (a) if sent by post within the United Kingdom and the sender or supplier is able to show that it was properly addressed, prepaid and posted, two business days after it was posted;
 - (b) if sent by post from outside the United Kingdom to an address inside the United Kingdom, or from inside the United Kingdom to an address outside the United Kingdom, *and the sender or supplier is able to show that it was properly addressed, prepaid and posted, five business days after it was posted;*
 - (c) if sent or supplied by electronic means and the sender or supplier is able to show that it was properly addressed, one hour after it was sent.

57. Company seals

- 57.1 Any common seal may only be used by the authority of the directors.
- 57.2 The directors may decide by what means and in what form any common seal is to be used

57.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

57.4 For the purposes of this article, an authorised person is:

- (a) any director of the Company;
- (b) the company secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

58. Provision for employees on cessation of business

58.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

Directors' Indemnity and Insurance

59. Indemnity

59.1 Subject to article 59.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
- (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act); and/or
- (c) any other liability incurred by that director as an officer of the Company or an associated company.

59.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law

59.3 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant director" means any director or former director of the Company or an associated company.

60. Insurance

60.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

60.2 In this article.

- (a) a "relevant director" means any director or former director of the Company or an associated company;
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.