

① PROCK LICENCE (NTRSL) LTD WAS PREVIOUSLY KNOWN AS MUKBL RADIO SERVICES LTD. THIS NAME CHANGE WAS AUTHORIZED BY SPECIAL RESOLUTION PASSED ON 7 APRIL 2008.  
MUKBL RADIO SERVICES LTD WAS PREVIOUSLY KNOWN AS NTL RADIO SERVICES LTD. THIS NAME CHANGE WAS AUTHORIZED BY SPECIAL RESOLUTION PASSED ON 31 JAN 2007.  
NTL RADIO SERVICES WAS PREVIOUSLY KNOWN AS DE FACTO T9350, THIS NAME CHANGE WAS AUTHORIZED BY SPECIAL RESOLUTION PASSED ON 4 NOVEMBER 1999.

THE COMPANIES ACT 1985

NAME CHANGE WAS AUTHORIZED BY SPECIAL RESOLUTION PASSED ON 4 NOVEMBER 1999.

TUESDAY



A08 \*A7XNJ2XU\* #109  
22/01/2019  
COMPANIES HOUSE  
RM 11/01/2019 #29  
COMPANIES HOUSE

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on 17 November 1999)

AMENDED BY SPECIAL RESOLUTION PASSED ON 11 DECEMBER 2018  
-of-

PROCK LICENCE (NTRSL)  
~~NTL~~ RADIO SERVICES LIMITED ①

Company No: 03823436

PRELIMINARY

1. In these Articles "Table A" means Table A in the Companies (Tables A to F) Regulations 1985 as amended at the date of adoption of these Articles. References to regulations are to regulations in Table A. The regulations contained in Table A shall apply to the Company except to the extent that they are excluded or varied hereby and all other regulations which by virtue of any other statute would be regulations of the Company are hereby excluded.
2. In regulation 1, the words "and in articles adopting in whole or in part these regulations" shall be inserted after the word "regulations" in the first and last sentences.
3. In these Articles, "business day" means a day (other than a Saturday or a Sunday or public holiday in England and Wales) on which clearing banks are open for business in the City of London.

ALLOTMENT OF SHARES

4. The directors are unconditionally authorised during the period of 5 years from the date of adoption of these Articles to exercise all the powers of the Company to allot relevant securities (as defined in Section 80(2) of the Act) of a maximum amount equal to the nominal amount of the shares of the Company unallotted at the date of adoption of these Articles. Sections 89(1) and 90(1) to (5) inclusive of the Act shall not apply to the Company.

TRANSFER OF SHARES

5. (a) Without limiting the generality of the expression "Transfer", any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares that shares or any of them be allotted or issued to some person other than himself shall be deemed to be a transfer. No member shall dispose of any interest in or right to a share other than by way of a transfer of the entire legal and beneficial interest in the share falling within the provisions of this Article 5.

- (b) Except as provided in paragraphs (h) and (i), any member wishing to transfer any share or shares (the "Proposing Transferor") shall give notice in writing (a "Transfer Notice") to the Company that he wishes to transfer them (which shall be to a bona fide third party on arms length terms). Every Transfer Notice shall specify the number, the denoting numbers (if any) and the class of the shares which the Proposing Transferor wishes to transfer, the price per share at which he wishes to transfer them and the identity of the proposed transferee (the "Transfer Price"). The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of the share or shares at the Transfer Price and otherwise on the terms of this Article 5. The shares or any of them comprised in a Transfer Notice are in this Article 5 called the "Shares". A Transfer Notice shall be irrevocable.
- (c) With a view to finding a purchasing member, the Company shall within 10 business days after receipt of a Transfer Notice, by notice in writing offer the Shares at the Transfer Price to the members (other than the Proposing Transferor) as nearly as may be in proportion to the numbers of shares held by them respectively (and for this purpose fractions of Shares may be rounded up or down in the Company's absolute discretion) (the "Quota Offer"). In the document making the Quota Offer, which shall incorporate or be accompanied by a copy of the Transfer Notice, the Company shall inform each such member that if he wishes to purchase Shares in excess of his Quota Offer he should state in his notice of acceptance the number of the Shares above his Quota Offer (not exceeding the total number of Shares less his Quota Offer) he desired to purchase (the "Excess Shares"). The document making the Quota Offer shall state the time (not being less than 10 business days nor more than 20 business days) within which it is open for acceptance by written notice of acceptance and if the Quota Offer is not so accepted it shall be deemed to have been declined. A member may accept the Quota Offer for some part or all of his Quota Offer. Any Shares not accepted under the Quota Offer shall be allocated by the Company amongst the members applying for Excess Shares, provided that no member shall have allocated to him a number of Excess Shares greater than he has offered to purchase. If more Shares have been applied for than are available, applications for Excess Shares shall be scaled down so that the Shares available are allocated to members applying for Excess Shares as nearly as may be in proportion to the number of shares held by each such member (except that fractions of Shares may be rounded up or down in the Company's absolute discretion). Such allocations shall be notified in writing to members applying for Excess Shares not later than 7 days after the last day for acceptance of the Quota Offer and each such member shall be deemed to have applied for the allocated number of Excess Shares and such notification shall constitute acceptance of that application.
- (d) If, pursuant to Article 5(c) the Company has found a person or persons (the "Purchaser") willing to purchase all the Shares the Company shall give notice in writing thereof (the "Purchase Notice") to the Proposing Transferor. Following receipt of the Purchase Notice the Proposing Transferor shall be bound, against tender of the Transfer Price, to transfer the Shares to the Purchaser and to deliver up his certificate for the Shares to the Purchaser, who shall be bound to complete the purchase within 14 days after the date of receipt of the Purchase Notice, provided that if the certificate of the Proposing Transferor comprises any Shares which he has not become bound to transfer pursuant to this Article or comprises some Shares which he is bound to transfer to one Purchaser and other Shares which he is bound to transfer to another Purchaser, the Proposing Transferor shall deliver the certificate to the Company and the Company shall issue to the Proposing Transferor a balance certificate for any Shares which he has not become bound to transfer.
- (e) If the Proposing Transferor, after having become bound to transfer, fails to transfer the Shares the Company may receive the purchase money and shall authorise some person to transfer the Shares to the Purchaser on behalf of the Proposing Transferor and shall thereupon cause the name of the Purchaser to be entered in the register of members as the holder of the Shares and shall hold the purchase money in trust for the Proposing Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser and after his name has been entered in the register the validity of the entry shall not be questioned by any person.

The Proposing Transferor shall in such case be entitled to receive the purchase money for the Shares, without interest, upon delivery up of his certificate to the Company, and, if such certificate shall comprise any shares which he has not become bound to transfer the Company shall issue to the Proposing Transferor a balance certificate for those shares.

(f) If:

- (i) the Company has not found a Purchaser for all of the Shares under Article 5(c); or
- (ii) any Purchaser proves to be unready, unwilling or unable to complete the purchase of any of the Shares in accordance with this Article 5

the Proposing Transferor shall, at any time within a further 20 business days after the expiration of (in the case of sub-paragraph (f)(i)) the final date for acceptance of the Quota Offer or (in the case of sub-paragraph (f)(ii)) the period prescribed by Article 5(d) for completion, be at liberty to sell and transfer any of the unsold Shares to a bona fide third party, provided that the sale and transfer is made at a price equal to or more than the Transfer Price and on other terms no more favourable to those offered to other shareholders.

(g) A member (the "Transferor") which is a company may transfer any share to any company (the "Transferee") which is a member of its group of companies, provided that if the Transferee ceases to be a member of the Transferor's group of companies (meaning, if the share has been transferred on successive occasions under this paragraph (g), the original Transferor's group of companies) any shares so transferred shall either:

- (i) be transferred back to the original Transferor or to a company that is a member of the original Transferor's group of companies; or
- (ii) be offered under the proceeding provisions of this Article 5;

in each case within 30 days of such cessation.

For the purposes of this paragraph (g), "company" includes any body corporate, "subsidiary" means a company which is a subsidiary of another company, "holding company" means a company of which the other company is a subsidiary, "group of companies" means a company, its holding companies and subsidiaries of its holding companies and "member of its group of companies" has the corresponding meaning.

(h) Notwithstanding any other provisions of this Article 5 any share may at any time without restriction as to price or otherwise be transferred:

- (i) by a member for the time being of the Company to another member of the Company or with the prior written consent of all other members to any other person;
- (ii) by a member in pursuance of any offer made to the members holding all of the issued ordinary shares in the Company to acquire all of the issued ordinary shares in the Company (other than shares held by the offeror) being an offer on terms which are the same in relation to all the shares to which the offer relates and where the offer has been accepted in writing (subject only to acceptance in writing by sufficient other such members to come within the terms of this paragraph (h)(ii)) by members holding 80 per cent or more of the issued ordinary shares in the Company.

5 (k). Notwithstanding anything to the contrary in these articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such a transfer:

- (i) is executed by any chargee to whom such shares have been charged by way of security, or by a nominee of such chargee ("**Secured Institution**");
- (ii) is executed by a Secured Institution, pursuant to the power of sale under such security, and a certificate by an official of such Secured Institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts; or
- (iii) is delivered to the Company for registration by a Secured Institution in order to perfect its security over the shares,

and the directors shall immediately register any such transfer of shares upon receipt and furthermore, notwithstanding anything to the contrary in these articles, no shares in the Company to be transferred or proposed to be transferred to a Secured Institution shall be required to be offered to the shareholders for the time being of the Company and no such shareholder shall have any right under the articles or otherwise to require such shares to be transferred to them for valuable consideration or otherwise.

- (i) The directors may at any time require any member to provide evidence, within 14 days (or such longer period as the directors may allow), in a form reasonably satisfactory to the directors, that the provisions of this Article 5 have not been breached in respect of any of the shares registered in his name. If the member does not, within the period allowed, provide such evidence or the evidence provided is not reasonably satisfactory to the directors, the member shall be deemed to have given a Transfer Notice in respect of all of the shares the subject of the breach of this Article 5 (the "Shares") and the provisions of paragraphs (b) to (f) (inclusive) shall apply mutatis mutandis, provided that:

- (i) the Transfer Price shall be the market value of the Shares, and "market value" shall be determined by the auditors for the time being of the Company, acting as experts and not as arbitrators, as being the market value of the Shares on the basis that the Company will continue as a going concern, that the sale of the Shares is between a willing seller and a willing buyer and no account shall be taken of the size of the holding;
- (ii) the Transfer Notice deems to have been given in respect of the Shares shall be deemed to have been received by the Company on the date 7 days after the date of receipt by the Company of the auditors' determination of the market value of the Shares; and
- (iii) if no Purchaser who is ready, willing and able to complete the purchase of all of the Shares is found the transfer made in breach of this Article shall be treated as if it was a transfer made in accordance with this Article 5.

The fees and expenses of the auditors in reaching their determination of the market value of the Shares shall be borne by the Proposing Transferor.

- (j) Any transfer made in accordance with this Article 5 shall be registered by the directors and the directors shall refuse to register any transfer not made in accordance with this Article 5. The first sentence of regulation 24 shall not apply.

CK) SEE NEW ARTICLE 5(K)

#### **GENERAL MEETINGS**

6. In regulation 37 the words "within the United Kingdom" shall not apply.

#### **NOTICE OF GENERAL MEETINGS**

7. In regulation 38 the words "or a resolution appointing a person as a director" shall not apply.

#### **PROCEEDINGS AT GENERAL MEETINGS**

8. No business shall be transacted at any general meeting unless a quorum is present at the time the meeting proceeds to business. Two members (or a sole member) present in person or by proxy or by corporate representative shall constitute a quorum. Regulation 40 shall not apply.
9. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the directors may determine and, if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved. Regulation 41 shall not apply.
10. In regulation 42 "5" shall be substituted for "15".
11. It shall not be necessary to give notice of an adjourned meeting and regulation 45 shall be varied accordingly.

12. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded by the chairman or by any member present in person or by proxy. Regulation 46 shall not apply.

### **VOTES OF MEMBERS**

13. Unless otherwise specified in the notice convening any meeting, an instrument appointing a proxy may be deposited at the registered office of the Company at any time before the time of the meeting or adjourned meeting or be tabled at the meeting or adjourned meeting and, in the case of a poll, may be deposited at the registered office of the Company at any time before the time for taking the poll or be tabled at the taking of the poll. Regulation 62 shall be extended accordingly.

### **NUMBER OF DIRECTORS**

14. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum and need not exceed one. If and so long as there is a sole director he may exercise all the powers vested in the directors by these Articles of Table A. Regulations 64 shall not apply and in regulation 90 "any minimum number of directors fixed in accordance with these Articles" shall be substituted for "the number of directors fixed as the quorum".

### **ALTERNATE DIRECTORS**

15. A director, or any such other person as is mentioned in regulation 65, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.
16. An alternate director shall not be entitled to receive, in respect of his appointment as alternate director, any remuneration from the Company, except such part (if any) of the remuneration otherwise payable to his appointor as his appointor may be notice in writing to the Company from time to time direct. Regulation 66 shall be varied accordingly.

### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

17. No director shall be subject to retirement by rotation and regulations 73 to 80 (inclusive) shall not apply.
18. The directors may at any time and from time to time appoint any person who is willing to act to be a director of the Company either to fill a vacancy or as an additional director provided that the appointment does not cause the number of directors to exceed any limit on the number of directors imposed under Article 14.
19. The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

20. Without prejudice to the Company's powers under Section 303 of the Act, the office of a director shall be vacated if the Company by ordinary resolution so resolves and regulation 81 shall be extended accordingly.

21. No person shall be or become incapable of being appointed a director by reason only of his having attained the age of 70 or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no director shall vacate his office at any time by reason only of the fact that he has attained the age of 70 or any other age.

### **PROCEEDINGS OF THE DIRECTORS**

22. It shall be necessary to give notice of meetings of the directors to any directors or alternate directors who are absent from the United Kingdom. Regulations 66 and 88 shall be varied accordingly.
23. Except where there is only one director, the quorum for the transaction of the business of the directors shall be two. The first sentence of regulation 89 shall not apply.
24. The directors attending at any meeting of directors need not be present at one place provided they are able to hear and communicate with each other by telephone or other instantaneous means throughout the proceedings and both the director or directors present at the place where the meeting is deemed to be held and the director or directors in communication are willing to treat the director or directors in communication as being present. Unless the directors determine to the contrary, the meeting shall be deemed to be held at the place where the majority of the directors attending are present or, if there is no majority present in any one place, the place where the chairman of the meeting is present.
25. Regulation 93 shall apply as if the word "signed" included "approved by letter, telex or facsimile transmission".

### **DIRECTORS' INTERESTS**

26. A director may vote and act concerning any matter in which he has, directly or indirectly, an interest or duty whether or not the same is material and whether or not it conflicts or may conflict with the interests of the Company; and he shall be counted in the quorum present at any meeting of the directors or of a committee of directors notwithstanding such interest or duty. Regulations 94 to 98 (inclusive) shall not apply.

### **THE SEAL**

27. If a Company has a seal it shall only be used with the authority of the directors or of a committee of directors so authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or a second director. Regulation 101 shall not apply. The obligation under regulation 6 relating to the sealing of share certificates shall apply only if the Company has a seal.

### **NOTICES**

28. The last sentence of regulation 112 and the words " , if any, within the United Kingdom" in relation to regulation 116n shall not apply.

## **INDEMNITIES AND INSURANCE**

29. Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto provided that this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act. Regulation 118 shall not apply.
30. The directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company, or of any other company which is its holding company or in which the Company or such holding company has any interest whether direct or indirect of which is in any way associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or such other company, subsidiary undertaking or pension fund.