

WRITTEN RESOLUTION

BBC WORLDWIDE LIMITED ('COMPANY')

Private Company Limited by Shares

Company Number: 01420028

Date circulated to members: 6<sup>th</sup> August 2008

TUESDAY



A07 \*AW3X427J\* 70  
12/08/2008  
COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (**Resolution**) -

**Special Resolution**

THAT the articles of association of the Company in the form annexed hereto and initialled by the chairman for the purpose of identification be adopted as the new articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the Resolution on the date referred to above, hereby irrevocably agrees to the Resolution

Signed by

For and on behalf of BBC Ventures  
Group Limited

Date 7<sup>th</sup> August 2008

**NOTES**

- 1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above, and returning it to the Company using one of the following methods
  - 1 1 **Personal delivery** By delivering the signed copy to any director or the secretary of the Company
  - 1 2 **Post** By returning the signed copy by post to the Company at its registered address

If you do not agree with the Resolutions, you need not do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 3 Unless, by 28 days following the date first referred to above, sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

**Company number. 1420028**

**The Companies Act 1985**

**A Private Company Limited by Shares**

**Memorandum and Articles of  
Association**

**BBC Worldwide Limited**

**The Companies Act 1985**

**A Private Company Limited by Shares**

# **Memorandum of Association**

## **BBC Worldwide Limited**

- 1 The name of the Company is "BBC WORLDWIDE LIMITED"<sup>1</sup>
- 2 The registered office of the Company will be situated in England
- 3 The Company has been established to support and further the objects of the Corporation set out in the Charter, and to act, and to use its rights and powers to the extent possible to procure that its subsidiaries from time to time act, at all times in accordance with the provisions of the Charter which are applicable to their activities, any conditions of approvals by the Secretary of State relating to the Company and/or its subsidiaries (as varied from time to time) and all applicable laws and regulations including, without limitation, the Corporation's Fair Trading Guidelines, so as to achieve the Company's objects, which are<sup>2</sup> -
  - 3 1 To carry on business in the production, distribution, exhibition and all other forms of exploitation of sound recordings, cinematograph films, videograms, broadcasts and cable programmes, computer programs and all other products of artistic and commercial endeavour
  - 3 2 To carry on the business of printers and publishers of books, periodicals, journals, magazines, photographs and other material and to act as booksellers, bookbinders, stationers, press agents, advertising and publicity agents and contractors, dealers in paper, cardboard bags, cards, drawing and writing materials and stationery generally and to undertake and execute agencies and commissions of all kinds
  - 3 3 To carry on the business of producers and suppliers of information and machinery, apparatus and other equipment in or connected with the fields

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<sup>1</sup> The name of the Company was changed from BBC Enterprises to BBC Worldwide Limited by special resolution passed on 5<sup>th</sup> December 1994

<sup>2</sup> The objects of the Company as set out in clause 3 were altered by special resolution passed on 7<sup>th</sup> August 2008

of telecommunications and computing including mainframe, mini-, micro- and other computers, computer programs, databases and other software, telesoftware, interactive discs and generally all forms of hardware and software intended for computing or telecommunications applications

- 3 4 To carry on the business of suppliers of telecommunications services and other services in or connected with the field of telecommunications including the provision of programmes and other material for radio and television broadcasting, including teletext services and for other forms of dissemination including cable programme services, satellite services, and generally all radiocommunication services and including dissemination via the internet, to develop, construct, licence or otherwise acquire and to furnish or otherwise provide by way of sale, rental, licence or otherwise howsoever telecommunications apparatus and other facilities, for or in connection with the provision of such services
- 3 5 To carry on business in the field of intellectual property licensing including the supply of know-how and other information about telecommunications and all other matters, the franchising or other licensing of activities in which the company or any other person has goodwill or with which they may be associated including all forms of commercial endorsement and merchandising
- 3 6 To make, acquire, exploit and dispose of films, records, tapes, discs and other devices from which visual images, sounds, signals serving for the impartation of any matter or signals serving for the actuation or control of machinery or apparatus for use in connection with such films, records, tapes, discs and devices
- 3 7 To acquire, register, exploit and dispose of copyrights, licences and any other rights or interests in any literary, dramatic, musical, artistic work, any sound recording, cinematograph film, broadcast, cable programme, computer program and any other work or other subject matter and any patents, trademarks or tradenames
- 3 8 To organize exhibitions, performances and sporting and other events for viewing by the public, any section of the public, for private purposes or otherwise
- 3 9 To operate shops and other establishments and distribution services for the supply of any goods or services connected with any of the businesses as aforesaid

- 3 10 To acquire, exploit, and dispose of any studios, apparatus, machinery, plant and other equipment for in connection with any of the businesses as aforesaid
- 3 11 To establish, acquire, advertise or otherwise promote and carry on itself and authorise others to carry on one or more clubs or other organisations for members of the public or any section thereof and to acquire, provide, equip, maintain and manage goods, services, activities and facilities of any kind to or for members of any such club or organisation
- 3 12 To purchase, take on lease, exchange, hire or otherwise acquire, sell and deal in land, buildings, houses, easements, concessions, machinery, plant, stock in trade and other real or personal moveable or immoveable property of any description or tenure, in any part of the world and any estate or interest or right therein, including freehold or leasehold ground rents, reversions, mortgages, charges and annuities, to develop any property of the Company by improving land, preparing building sites and by constructing, altering, improving, decorating, furnishing and maintaining, houses, offices, flats, factories, warehouses, shops, wharves, buildings, works, roads, bridges, and structures of all kinds or in any other way, to alter, improve, extend, add to, rebuild, replace, or repair any buildings, structures or other property of the Company on such terms as the Company shall determine, and to manage and maintain land, buildings and other property whether belonging to the Company or not, and to collect rents and income and to supply tenants, occupiers or licensees, whether of the property of the Company or not and others with meals, refreshments, power, light, gas, heat, water and any other services
- 3 13 To acquire and hold shares, stocks, debentures, debenture stock, scrip, bonds, notes, securities and obligations, issued or guaranteed by any company constituted or carrying on business in any part of the world, and funds, loans, securities or obligations of or issued or guaranteed by any government, state or dominion, public body or authority, supreme municipal, local or otherwise, whether at home or abroad
- 3 14 To acquire any such shares, stocks, debentures, debenture stock, scrip bonds, notes, securities, obligations, funds or loans by original subscription, tender, purchase, participation in syndicates, exchange or otherwise, and whether or not fully paid up and to subscribe for the same either conditionally or otherwise, and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof, and to vary and transpose from time to time as

may be considered expedient any of the Company's investments for the time being

- 3 15 To carry on any other trade or business whatsoever which may, in the opinion of the Directors of the Company, be capable of being conveniently or advantageously carried on in connection with or as ancillary to any business of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or assets
- 3 16 To acquire and take over the whole or any part of the business, property and liabilities of any company or person carrying on any business which the Company is authorised to carry on, or possessed of any property or assets suitable for the purposes of the Company
- 3 17 To purchase, take on lease or in exchange, hire or otherwise acquire, patents, licences, rights or privileges, which the Company may think necessary or convenient for the purposes of its business
- 3 18 To pay for any property or assets acquired by the Company either in cash or fully or partly paid shares or by the issue of securities or obligations or partly in one mode and partly in another and generally on such terms as may be determined
- 3 19 To borrow or raise or secure the payment of money by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid or for any other lawful purpose to charge all of or any of the Company's property or assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance
- 3 20 To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or company having dealings with the Company or in whose businesses or undertakings the Company is interested
- 3 21 To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company

which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families, dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for any charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid

- 3 22 To lend money on any terms that may be thought fit and to give any guarantee that may be deemed expedient
- 3 23 To enter into any partnership or arrangement in the nature of a partnership, co-operation or union of interests, with any person or company engaged or interested or about to become engaged or interested in the carrying on or conduct of any business which the Company is authorised to carry on or conduct or from which the Company would or might derive any benefit whether direct or indirect
- 3 24 To establish or promote, or join in the establishment or promotion of any other company whose objects shall include the taking over of any of the assets and liabilities of the Company or the promotion of which shall be calculated to advance its interests, and to acquire and hold any shares, securities or obligations of any such company
- 3 25 To amalgamate with any other company
- 3 26 To sell or dispose of the undertaking, property and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock, securities or obligations of any other company, whether promoted by the Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and assets of the Company
- 3 27 Soley or jointly with others to undertake and carry on the office or offices and duties of trustee, custodian trustee, executor, administrator, liquidator,

receiver, attorney, or nominee of, or for any person, company, corporation, association, scheme, trust fund, or other body politic or corporate and to undertake and execute any trust or discretion and for such purposes to hold, deal with, manage, direct the management of, buy, sell, exchange or otherwise dispose of or acquire any right or interest in or over any real or personal property of any kind whatsoever and to undertake and carry on any business undertaking or transaction

- 3 28 To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures, debenture stock or security of the Company
- 3 29 To distribute any of the Company's property or assets among the members in specie
- 3 30 To cause the Company to be registered or recognised in any foreign country
- 3 31 To do all or any of the above things in any part of the world, and either as principal, agent, trustee, factor or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees, factors or otherwise
- 3 32 To carry on any other business or activity of any nature whatsoever which may seem to the directors to be capable of being conveniently or advantageously carried on in connection or conjunction with any business of the Company hereinbefore or hereinafter authorised or to be expedient with a view directly or indirectly to enhancing the value of or to rendering profitable or more profitable any of the Company's assets or utilising its skills, know-how or expertise
- 3 33 To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them

And it is hereby declared that the word "company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the intention is that each of the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such



paragraph, be an independent main object and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company

3 34 and so that -

3 34 '1 None of the provisions set forth in any sub-clause of this clause shall be restrictively construed, but the widest interpretation shall be given to each such provision and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision set forth in such sub-clause or by reference to or inference from the terms of any other sub-clause of this clause or by reference to or inference from the name of the Company

3 34 2 The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

3 34 3 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

3 34 4 In this clause -

"Fair Trading Guidelines" means the fair trading guidelines published by the Corporation from time to time in accordance with its Charter obligations,

"Charter" means the Royal Charter for the continuance of The British Broadcasting Corporation in force from 19<sup>th</sup> September 2006 or such other constitution as governs the Corporation from time to time, and

"Corporation" means The British Broadcasting Corporation

4 The liability of the members is limited

5 The share capital of the Company is £1,000,000 divided into 1,000,000 shares of £1 each

WE, the several persons, whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by Subscriber
Michael Meredith Swann	One
Broadcasting House London W1A 1AA Chairman, The Board of Governors of the British Broadcasting Corporation	
James Ian Raley Trethowan	One
Broadcasting House London W1A 1AA Director General, The British Broadcasting Corporation	

DATED the 14<sup>th</sup> day of February 1979

WITNESS to the above signatures -

Bernard Antony Jennings  
Broadcasting House  
Portland Place  
London W1A 1AA  
Solicitor

**The Companies Act 1985**

**A Private Company Limited by Shares**

**Articles of Association<sup>3</sup>**

**BBC Worldwide Limited**

**Preliminary**

- 1 (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended for private companies limited by shares and as in force at the date of adoption of these Articles (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company
- (b) In these Articles the expression "the Act" means the Companies Act 1985 (as amended by the Companies Act 1989), to the extent in force from time to time and the Companies Act 2006 to the extent in force from time to time but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- (c) A special resolution shall be effective for any purpose for which an ordinary resolution is required
- (d) For so long as there is only one member of the Company, references in these Articles to members or which imply the existence of more than one member shall be construed as references to the one member for the time being of the Company
- (e) In these Articles the expression "Secretary" shall mean the secretary of the Company, if any, or any other person appointed to perform the duties of the secretary of the Company including a joint, assistant or deputy secretary, if any

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<sup>3</sup> These articles of association were adopted by special resolution passed on 7<sup>th</sup> August 2008

### **Share capital**

- 2 (a) The authorised share capital of the Company at the date of adoption of these Articles is £1,000,000 divided into 1,000,000 ordinary shares of £1 00 each
- (b) The directors may not exercise any powers of the Company to allot relevant securities (as defined in section 80 of the Companies Act 1985) except with the prior written consent of the holder(s) of not less than a majority of the voting rights attaching to the issued share capital of the Company
- (c) Subject to the provisions of these Articles, the directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities (as defined in section 80 of the Companies Act 1985) up to a maximum aggregate nominal amount equal to the nominal amount of the authorised but unissued share capital at the date of adoption of these Articles. The authority conferred on the directors by this Article shall expire on the fifth anniversary of the date of adoption of these Articles unless previously revoked, varied or renewed by the Company in general meeting. The Company may, before this authority expires, make an offer or agreement which would or might require relevant securities to be allotted after it expires
- (d) Sections 89(1) and 90(1) to (6) (inclusive) of the Companies Act 1985 shall not apply to the Company

### **Shares**

- 3 The lien conferred by Regulation 8 of Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company, but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to any amount payable in respect of it including all dividends payable thereon. Regulation 8 of Table A shall be modified accordingly
- 4 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 of Table A of the words

"and all expenses that may have been incurred by the Company by reason of such non-payment"

#### **Transfer of shares**

- 5 The transferor of a share shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof
- 6 Regulation 24 of Table A shall not apply to the Company The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share

#### **General Meetings and Resolutions**

- 7
  - (a) A notice convening a general meeting shall be required to specify the general nature of the business to be transacted in the case of special business only and Regulation 38 of Table A shall be modified accordingly All business shall be deemed special that is transacted at a general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the directors and auditors, and the appointment of, and the fixing of the remuneration of, the auditors
  - (b) Every notice convening a general meeting shall comply with the provisions of Section 325(1) of the Companies Act 2006 as to giving information to members with regard to their right to appoint proxies, and notices and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company
- 8
  - (a) Regulation 40 of Table A shall be read and construed as if the words "at the time when the meeting proceeds to business" were added at the end of the first sentence
  - (b) If the Company has only one member, that member present in person or by proxy or (if that member is a body corporate or corporation) a duly authorised representative shall be a quorum
- 9
  - (a) A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able

- (i) to hear each of the other participating members addressing the meeting, and
- (ii) if he so wishes, to address all of the other participating members simultaneously,

whether directly by conference telephone or by any other form of communications equipment (whether or not such equipment is available when this Article is adopted) or by a combination of those methods

- (b) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum
  - (c) A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the Chairman of the meeting participates
  - (d) A resolution put to the vote of a meeting shall be decided by each member indicating to the Chairman (in such manner as the Chairman may direct) whether the member votes in favour of or against the resolution or abstains. Regulation 46 of Table A shall be modified accordingly
  - (e) References in this Article 9 to Members shall include their duly appointed proxies and, in the case of corporate Members, their duly authorised representatives
  - (f) If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting 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 general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved
  - (g) Regulation 41 of Table A shall not apply to the Company
- 10 (a) Any instrument appointing a proxy may, unless otherwise provided by a notice of general meeting, be deposited at the registered office or the principal place of business of the Company at any time prior to the time of the meeting specified in such notice or (as the case may be) prior to the time appointed for the taking of a poll. For the purposes of this Article 10,

any instrument appointing a proxy shall be deemed to be deposited at the registered office or principal place of business of the Company if received there by facsimile transmission

- (b) In the case of a proxy appointed by a corporation, the instrument of appointment may be executed by a director or the secretary or any other senior representative of the appointor and, unless the Chairman of the meeting (or, as the case may be, the person conducting the poll) has cause to doubt the authority of the person so executing such instrument (in which case the meeting shall be adjourned, or the taking of the poll shall be postponed, for 24 hours), no evidence shall be required of the authority under which such instrument is executed. In any other case where an instrument appointing a proxy is executed on behalf of the appointor, the authority under which it is executed (or a copy of such authority certified notarially or in some other way appointed by the directors) shall be deposited together with the instrument itself in accordance with paragraph (a) of this Article 10.
- (c) Any instrument appointing a proxy which is not deposited as aforesaid (together, if applicable, with evidence as aforesaid of the authority under which it is executed) shall be invalid.
- (d) Regulation 62 of Table A shall not apply to the Company.

#### **Appointment of directors**

- 11 (a) Regulation 64 of Table A shall not apply to the Company.
- (b) The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of the directors shall be one, a sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the directors generally.
- (c) Regulations 76 to 79 (inclusive) and the last sentence of Regulation 84 of Table A shall not apply to the Company.

- (d) The Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director
- (e) The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of directors and for the time being in force
- (f) Without prejudice to the powers of the Company under Section 168 of the Companies Act 2006 to remove a director by ordinary resolution, the holder or holders for the time being of more than one half of the issued ordinary shares of the Company shall have the power from time to time and at any time to appoint any person or persons as a director or directors either as additional director or to fill any vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making the same or in the case of a member being a company signed on its behalf by one of its directors or other authorised signatories and shall take effect upon lodgement at the registered office of the Company

#### **Alternate directors**

- 12 (a) Each director shall have the power at any time to appoint as an alternate director either another director or any other person and, at any time, to terminate such appointment. Every appointment and termination of appointment of an alternate director shall be in writing (which shall include electronic mail and facsimile transmission) signed by the director making or terminating the appointment and shall (unless the directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office or principal place of business of the Company or upon presentation of such written appointment or removal at a meeting of the Board
- (b) An alternate director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to directors. An alternate director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor,



and his appointor shall not be liable for the acts and defaults of the alternate director

- (c) An alternate director shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to receive notices of all meetings of the directors and of any committee of the directors of which his appointor is a member and to attend and to vote as a director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a director of his appointor (except that an alternate director shall not himself be entitled to appoint an alternate director) and to receive notice of all general meetings
- (d) The appointment of an alternate director shall automatically determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor shall cease for any reason to be a director
- (e) A director or any other person may act as alternate director to represent more than one director and an alternate director shall be entitled at meetings of the directors or 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
- (f) The provisions of Regulations 65 to 69 (inclusive) of Table A shall not apply

#### **Directors' appointments and interests**

- 13 Regulations 84 and 85 of Table A shall apply to directors (but not to alternate Directors) subject to the following modifications
  - (a) Without prejudice to the generality of Regulation 84 of Table A, a director may act by himself or his firm in a professional capacity to the Company (except that of auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director
  - (b) Without prejudice to the provisions of Regulation 85(b) of Table A, a director may also exercise the voting power conferred by shares in any other body corporate in any manner and in all respects as he thinks fit, including the exercise thereof in favour of any resolution appointing him or any of the other directors a director or officer or employee of such other

company or voting or providing for the payment of remuneration to the director or officer or employee of any other body corporate

- 14 Without prejudice to the generality of Regulation 86(a) of Table A a general notice to the directors by a director that he is a member of any specified firm or company and is to be regarded as interested in any contract, matter or arrangement which may after the date of the notice be made or arise with such firm or company shall (if such director shall give the same at a meeting of the directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of directors after it is given) be a sufficient declaration of interest in relation to such contract, matter or arrangement for the purposes of Regulation 85 of Table A and after such general notice is given it shall not be necessary to give any further notice relating to any particular contract, matter or arrangement with such firm or company

#### **Meetings by telephone**

- 15 The contemporaneous linking together by telephone of a number of the directors not less than the quorum and the Secretary, wherever in the world they are, shall be deemed to constitute a meeting of the directors so long as the following conditions are met
- (a) All the directors for the time being entitled to receive notice of any meeting of the directors (including any alternate director) shall be entitled to notice of any meeting by telephone and (except for alternate directors whose appointors are so linked) to be linked by telephone for the purpose of such meeting Notice of any such meeting may be given by telephone
  - (b) Each of the directors taking part and the Secretary must be able to hear each of the other directors taking part subject as hereinafter mentioned throughout the meeting
  - (c) At the commencement of the meeting each director must acknowledge his presence to all the other directors taking part
  - (d) Unless he has previously obtained the consent of the Chairman of the meeting, a director may not leave the meeting by disconnecting his telephone and shall be conclusively presumed to have been present and to have formed part of the quorum throughout the meeting The meeting shall be deemed to have been validly conducted notwithstanding that a director's telephone is accidentally disconnected during the meeting, and the proceedings thereof shall be deemed to be as valid as if the telephone had not been disconnected

- (e) A minute of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by the Chairman and the Secretary

#### **Borrowing powers**

- 16 The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and (subject to the provisions of Section 80 of the Companies Act 1985) to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

#### **Disqualification of Directors**

- 17 (a) The office of a director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Regulation 81 of Table A shall be modified accordingly
- (b) Sub-clause (e) of Regulation 81 of Table A shall not apply to the Company

#### **Gratuities and Pensions**

- 18 (a) The directors may exercise the powers of the Company conferred by sub-clause 3 23 of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers
- (b) Regulation 87 of Table A shall not apply to the Company

#### **Proceedings of Directors and Secretary**

- 19 (a) Subject to a director's continuing obligation to declare interests under the Act, a director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

- (b) No business may be transacted at any meeting of the directors or a committee of the directors unless a quorum is present. The quorum for the transaction of the business of the directors or a committee of the directors shall be two directors, one of whom shall be a Non-Executive Director, unless there is a sole director in which event the sole director shall constitute a quorum. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. For the purposes of these Articles, a "Non-Executive Director" shall be any director identified as a non-executive either (i) in his or her terms of appointment and/or (ii) by the shareholder(s) of the Company from time to time and, for the avoidance of doubt, each of Etienne de Villiers, Jana Benett, Simon Clift, Nicholas Eldred, Thomas Getner and Zarin Patel shall qualify as Non-Executive Directors as at the date of adoption of these Articles.
- (c) At any meeting of the directors or a committee of the directors each director present (in person or by alternate) shall have one vote. Resolutions put to the vote of a meeting shall be passed by simple majority, save that no resolution of the directors may be passed without the consent in writing of the holder or holders for the time being of more than one half of the issued ordinary shares of the Company where any Non-Executive Director has given written notice to each of the directors or members of the committee of the directors (as the case may be) and delivered a copy to the Company Secretary at the registered office of the Company that he considers that the proposal which is the subject matter of the resolution may not comply with the Four Commercial Criteria. For the purposes of these Articles, the "Four Commercial Criteria" shall be those matters identified as such in the BBC's Royal Charter and Framework Agreement of July 2006. Regulation 70 shall be qualified accordingly.
- (d) Regulation 93 of Table A shall apply as if the word "signed" included "approved by letter, facsimile or electronic mail".
- (e) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.
- (f) Regulation 99 shall apply as if the following sentence were added at the beginning of that Regulation: "In accordance with the Companies Act 2006, the Company shall not be required to have a Secretary, but may choose to have one."

## Notices

- 20 (a) Regulation 115 of Table A shall not apply. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given and such notice shall be deemed effectively served 48 hours (five days if addressed overseas) after being put in the post prepaid by first class mail (airmail if addressed overseas), Saturdays, Sundays and public holidays at the place of receipt excepted. Proof that a facsimile was transmitted to the correct number shall be conclusive evidence that the notice therein was given and shall be deemed effectively served at the time of sending. In all other circumstances the fact and time of receipt of a notice must be proved by the giver thereof. Regulation 112 of Table A shall be amended accordingly.
- (b) A member shall be entitled to receive a notice required to be given to him whether his/its registered address is within or outside the United Kingdom and the last sentence of Regulation 112 of Table A shall not apply to the Company, and Regulation 116 of Table A shall apply as if the words "within the United Kingdom" did not appear.
- (c) A director or alternate director shall be entitled to receive notice of meetings of the directors whether he is within or outside the United Kingdom, and the third sentence of Regulation 88 of Table A shall not apply to the Company.

## The seal

- 21 (a) If the Company has a seal it shall only be used with the authority of the directors or of a committee of 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. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.
- (b) The Company may exercise the powers conferred by Section 39 of the Companies Act 1985 with regard to having an official seal for use abroad, and such powers shall be vested in the directors.

## Indemnity

22

- (a) Subject to the provisions of and so far as may be consistent with the Companies Act 2006
  - (i) the directors may exercise all the powers of the Company to indemnify any person who is, or was at any time a director of the Company or any of its associated companies, against all liabilities incurred by or attaching to him in connection with his duties, powers or office in relation to any such company of which he is or was a director, to the fullest extent permitted by law,
  - (ii) where the Company or any of its associated companies is or was at any time a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), the directors may exercise all the powers of the Company to indemnify any person who is or was at any time a director of that company against all liabilities incurred by him in connection with that company's activities as trustee of the occupational pension scheme, to the fullest extent permitted by law, and
  - (iii) the directors may exercise all the powers of the Company to provide any director of the Company or of its holding company with funds to meet expenditure incurred or to be incurred by him of the kind referred to in sections 205(1)(a) and 206(a) of the Companies Act 2006 and otherwise take any action to enable any such director to avoid incurring such expenditure, to the fullest extent permitted by law
- (b) Regulation 118 shall not apply
- (c) Without prejudice to Article 22(a) the directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was at any time
  - (i) a director, alternate director or other officer of any Relevant Company (as defined in Article 22(d) below), or
  - (ii) a trustee of any pension fund or retirement, death or disability scheme for the benefit of any employee of any Relevant Company or of any employees' share scheme in which employees of any such Relevant Company are interested,

including (without limitation) insurance against any liability within Article 22(a) attaching to him in relation to any Relevant Company, or any such pension fund, retirement or other scheme or employees' share scheme

- (d) For these purposes "Relevant Company" shall mean the Company or any other undertaking which is or was at any time
  - (i) the holding company of the Company, or
  - (ii) a subsidiary of the Company or of such holding company, or
  - (iii) a company in which the Company has an interest (whether direct or indirect)

#### **Authorisation of conflicts of interest**

23

- (a) Any matter (a "Relevant Matter") which would otherwise constitute or give rise to a breach by a director of his duty under section 175 of the Companies Act 2006 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 (including a breach which would arise by virtue of his appointment as director) may be authorised by the directors to the fullest extent permitted by law in accordance with this Article
- (b) Any director may propose that a Relevant Matter be authorised by the directors. Such proposal and any authorisation given by the directors shall be effected in the same way as any other matter may be proposed to, and resolved upon by, the directors in accordance with the provisions of these Articles, except that no such authorisation shall be effective unless
  - (i) the quorum requirement at any meeting at which the Relevant Matter is considered is met without counting the director concerned or any other interested director,
  - (ii) the Relevant Matter was agreed to without the director concerned or any other interested director voting (or would have been agreed to if their votes had not been counted), and
  - (iii) all relevant information known to the director concerned regarding the nature and extent of his interest or duty giving rise to the

Relevant Matter has been declared to the other directors before such authorisation

The director concerned and any other interested director may, if the other directors so decide, be excluded from any board meeting while the Relevant Matter is under consideration. The directors may terminate or vary any authorisation given at any time.

- (c) In giving authorisation in accordance with this Article 23, the directors may impose, vary or remove such terms and conditions as they may think fit from time to time (whether at the time of giving the authorisation or subsequently) including, without limitation
  - (i) applying to the director concerned a strict duty of confidentiality to the Company for any confidential information of the Company relating to the Relevant Matter (without prejudice to the director's general obligations of confidentiality), and
  - (ii) specifying that the director concerned shall be excluded from participation in discussion (whether at meetings of the board or otherwise), or receipt of documents or information, relating to the Relevant Matter

The director concerned must act in accordance with any terms and conditions specified by the directors in accordance with this article

- (d) If a Relevant Matter has been authorised by the directors in accordance with this Article 23, then (subject to such terms and conditions, if any, as the directors may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation and the authorisations set out below), the director concerned shall be entitled, without breaching the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006
  - (i) to exclude himself from participation in discussion (whether at meetings of the board or otherwise), or receipt of documents or information, relating to the Relevant Matter, and/or
  - (ii) not to disclose to the Company, or use in relation to the Company's affairs, information which he obtains or has obtained otherwise than through his position as a director of the Company which relates to the Relevant Matter and which is confidential to a third



party, where to do so would amount to a breach of confidence or breach of duty to the third party

- (e) No director shall, by reason of his office as director of the Company (or by reason of the fiduciary relationship established by holding that office), be liable to account to the Company for any benefit which he derives from any Relevant Matter (nor shall receipt of any such benefit constitute a breach of his duty under section 176 of the Companies Act 2006) to the extent that the Relevant Matter has been authorised by the directors in accordance with this Article 23 and no contract, transaction or arrangement shall be liable to be avoided by reason of any interest of a director to the extent that it has been so authorised
- (f) For the purposes of Article 23, a conflict of interest includes a conflict of interest and duty and a conflict of duties
- (g) This Article 23 does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company

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**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

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DATED the 14<sup>th</sup> day of February 1979

WITNESS to the above signatures -  
Bernard Antony Jennings,  
Broadcasting House, Portland Place, London W1A 1AA, Solicitor