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These are the articles of association laid before the meeting and signed by the Chairperson on ..... 2009, for identification purposes to be adopted to be adopted as the new articles of association in substitution for the existing articles of association

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\_\_\_\_\_  
Chairperson

**REPUBLIC OF SOUTH AFRICA**

**COMPANIES ACT, 1973**

**ARTICLES OF ASSOCIATION OF A COMPANY HAVING A SHARE CAPITAL**

**(NOT ADOPTING SCHEDULE 1)**

(Section 60(1), regulation 18)

\_\_\_\_\_  
**Registration No of Company**

2006/021434/06

\_\_\_\_\_  
Name of Company: **Welkom Yizani Investments Limited**

- A. Neither the articles of Table A nor those of Table B contained in Schedule 1 to the Act, as amended, shall apply to the Company.
- B. The articles of the Company are as follows:

**1. Interpretation**

In the interpretation of the articles, and unless contrary to the context:

- 1.1 words signifying the singular number shall include the plural and vice versa;
- 1.2 words importing persons shall include companies and corporations;
- 1.3 words signifying one gender shall include the other genders;
- 1.4 words defined in the memorandum of association of the Company shall have the meaning assigned to them unless excluded by the subject or context;  
and
- 1.5 words defined in the Act shall have the meaning there assigned to them and unless excluded by the subject or the context, "the Act" means the Companies Act, 1973 as amended from time to time.

**2. Financial assistance**

- 2.1 Save as permitted in terms of the Act, the Company shall not give, whether directly or indirectly, and whether by means of a loan, a guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with a purchase or subscription made or to be made by any person of or for any shares or any shares in any company to which it is subsidiary.
- 2.2 If any funds of the Company are employed directly or indirectly in a loan to any company which is the Company's holding company or which is a subsidiary of that holding company the directors of the Company shall comply with the provisions of the Act.

**3. Shares**

- 3.1 Subject to article 13 and the memorandum of association:

- 3.1.1 during the Company Empowerment Compliance Period, Ordinary Shares shall at all times only be permitted to be beneficially owned by Black Participants;
- 3.1.2 no Ordinary Shareholder shall be permitted at any time to beneficially hold Ordinary Shares of a cumulative value of less than R100 (as determined with reference to the price stipulated in the Company Public Offer) nor beneficially hold with any Associate, in aggregate, more than 10% of the total number of Ordinary Shares then in issue; and
- 3.1.3 no Ordinary Shareholder shall at any time act in concert with any other Ordinary Shareholder, in any matter pertaining to the voting of Ordinary Shares at any meeting of the Company (save as regards the appointment of directors to the Board), or the voting of HoldCo Shares by the Company at any meeting of HoldCo (in accordance with the proxy provisions contained in article 24) (save as regards the appointment of directors to the board of directors of HoldCo).
- 3.2 Subsequent to the closing of the Company Public Offer, unless otherwise agreed between Naspers and the Company, all Ordinary Shares shall be required to be evidenced by way of share certificates, which shall be deposited with and retained by Link Market Services.
- 3.3 If and to the extent that, for whatever reason, any Ordinary Share is at any time held in uncertificated form and the provisions of article 3.2 still prevail (ie Naspers and the Company have not agreed that Ordinary Shares shall be held otherwise than in certificated form), then:
  - 3.3.1 such Ordinary Share shall be converted into certificated form by the relevant Ordinary Shareholder within 14 days of receipt of a written notice from Naspers to do so, and shall be deposited with Link Market Services in accordance with article 3.2;
  - 3.3.2 for so long as such Ordinary Share is uncertificated, it shall only be deposited by the relevant Ordinary Shareholder with a CSDP approved of by Naspers in its sole and absolute discretion, provided that such Ordinary Shareholder's mandate agreement with such CSDP must recognise the restrictions imposed upon the transfer of such Ordinary

Share as contained in the Company Constitutional Documents and the Transaction Documents; and

- 3.3.3 such Ordinary Shareholder shall not give any instructions to such CSDP which would constitute or result in a contravention of the Company Constitutional Documents and the Transaction Documents.
- 3.4 Subject to the Company Constitutional Documents, shares, whether in the initial or in any increased capital, shall be issued to such person or persons and on such terms and conditions and with such rights and privileges and conditions attached thereto as the Company in general meeting may determine; provided that the Company may by ordinary resolution passed at a general meeting direct that the shares shall, subject to the provisions of the Act, be issued by the directors to such person or persons on such terms and conditions and with such rights and privileges attached thereto as the directors may determine.
- 3.5 Any original shares for the time being unissued and any new shares from time to time created, shall before issue be offered to the shareholders in proportion, as nearly as the circumstances permit, to the number of the existing shares held by them, unless issued for the acquisition of assets. The shareholders may in general meeting however, authorise the directors to issue unissued shares and give options to subscribe for unissued shares as the directors in their discretion may think fit, provided that such transaction/s has/have been approved by the JSE.
- 3.6 Subject to the provisions of the Act, the Company Constitutional Documents and in particular the provisions of article 41, and with the sanction of a special resolution, any preference shares may be issued on the terms that they are, or are at the option of the Company, liable to be redeemed.
- 3.7 In the case of any share which is beneficially held by two or more persons as joint holders, the earliest holders of that share shall, save as may otherwise be provided in the articles, be the only person recognised by the Company as having any title to such share. Upon the death, insolvency or placing under curatorship by reason of insanity or prodigality of any joint holder of any share, the sole remaining holder or the first-named of two or more remaining joint

holders, as the case may be, shall be the only person recognised by the Company as having any title to such share.

- 3.8 Every instrument of transfer shall be left at the transfer office of the Company at which it is presented for registration, accompanied by the certificate of securities so transferred, and/or such other evidence as the Company may require, to prove the title of the transferor or his rights to transfer the securities. All authorities to sign transfer deeds granted by members for the purpose of transferring securities, which may be lodged, produced or exhibited with or to the Company at any of its proper offices shall, as between the Company and the grantor of such authorities, be taken and deemed to continue and remain in full force and effect and the Company may allow the same to be acted upon until such time as express notice in writing of the revocation of the same shall have been given and lodged at the Company's transfer offices at which the authority was lodged, produced or exhibited. Even after the giving and lodging of such notice, the Company shall be entitled to give effect to any instrument signed under the authority to sign, and certified by any office of the Company, as being in order before the giving and lodging of such notices.

#### 4. Certificates

- 4.1 The certificates of title to shares and debentures shall be issued under the authority of the directors in such manner and form as the directors may from time to time prescribe. If any shares are numbered, all such shares shall be numbered in numerical progression beginning with the number one, and each share shall be distinguished by its appropriate number; and if any shares are not numbered, each share certificate in respect of such shares shall be numbered in numerical progression and each share certificate distinguished by its appropriate number and by such endorsement as may be required under section 95(2) of the Act.
- 4.2 Any person who beneficially holds shares shall be entitled to one certificate for all the shares which he or she beneficially holds, or to several certificates, each for a part of such shares. Every share certificate shall specify the number of shares in respect of which it is issued. Every original Ordinary Shareholder shall be entitled to one share certificate free of charge but for

every subsequent certificate the directors may make such charge as from time to time they may think fit; provided that if a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding twenty-five cents, and on such terms, if any, as to evidence and indemnity as the directors may think fit.

4.3 A certificate for shares beneficially held by two or more persons shall be delivered to the earliest holder of that share, and delivery of a certificate for a share to that person shall be a sufficient delivery to all joint holders of that share.

4.4 Notwithstanding any other provision of this article 4, all share certificates issued to Ordinary Shareholders in respect of Ordinary Shares shall:

4.4.1 during the Company Empowerment Compliance Period, be endorsed as follows:

"This certificate and the shares represented hereby are transferable only in compliance with the provisions of the Shareholders Agreement dated [●], as amended from time to time, a copy of which is on file with the company secretary of Welkom Yizani Investments Limited and in the specific circumstances contemplated in the memorandum and articles of association of Welkom Yizani Investments Limited, a copy of which is on file with the company secretary of Welkom Yizani Investments Limited . Restrictions also apply to the transfer of all and any rights in and to the shares and to the granting of any encumbrances over the shares", and

4.4.2 during the Company Empowerment Compliance Period, be retained and held by Link Market Services. Such share certificates shall only be released, if necessary, for the purposes of implementing any transfer permitted in terms of the Transaction Documents and the Company Constitutional Documents on the basis that once such transfer is implemented, all share certificates resulting from such transfer are retained and held by Link Market Services.

## 5. Transmission of shares

- 5.1 In the event of the death of a Ordinary Shareholder who is a Black Person, the Ordinary Shares held by such deceased individual Ordinary Shareholder shall be permitted to be transferred to such Ordinary Shareholder's heir, provided however that should such heir have a lower empowerment status (determined in accordance with the BBBEE Legislation) than the relevant Ordinary Shareholder, such heir shall transfer the relevant Ordinary Shares within six months of having taken possession thereof, subject to article 6.2.9, to an Eligible Ordinary Shareholder who is a Black Person. Failure to so transfer the relevant Ordinary Shares within the aforesaid six month period shall result in the application of the provisions of article 12.
- 5.2 The provisions of article 5.1 shall apply *mutatis mutandis* to a transfer of Ordinary Shares pursuant to the involuntary sequestration or compulsory liquidation of an Ordinary Shareholder.
- 5.3 This article is referred to in these articles as "**the transmission article**".

## 6. Restriction on Sale or Encumbrance of Ordinary Shares

Subject to article 13, prior to the Termination Date (whether during the Shareholder Minimum Investment Period or thereafter), no Ordinary Share or other such equity interest in the Company may be transferred otherwise than in accordance with the provisions of this article 6.

### 6.1 During the Shareholder Minimum Investment Period

- 6.1.1 Subject to article 5, no Ordinary Shareholder shall at any time during the Shareholder Minimum Investment Period be entitled to Sell or Encumber any Ordinary Share held by it.
- 6.1.2 Subject to article 5, the Company shall at no time during the Shareholder Minimum Investment Period accept and register the transfer of any Ordinary Share, save as may be permitted in terms of this Agreement, the Transaction Documents or the BEECo Constitutional Documents.

## 6.2 **After the Shareholder Minimum Investment Period**

- 6.2.1 Upon the conclusion of the Shareholder Minimum Investment Period, Ordinary Shares shall be transferable only in accordance with the provisions of the Transaction Documents, the Company Constitutional Documents, and the Company shall not accept and register the transfer of any Ordinary Share in contravention of this article 6.2. The Company shall procure that any Black Participant to whom Ordinary Shares are issued pursuant to the Company Public Offer shall, as a condition to participating in such offer, undertake to be bound by the provisions of the Company Constitutional Documents and the Shareholders Agreement.
- 6.2.2 Naspers has undertaken to use its best commercial endeavours to establish the BEECo Share Transfer Committee ("**BSTC**"), which committee (or its agents) shall consider and verify any proposed transfer of ownership (including beneficial ownership) of Ordinary Shares, and shall accordingly regulate, or procure the regulation of, the registration of such transfer of ownership. The exact composition of the BSTC shall be determined by Naspers from time to time. The BSTC, with Naspers's written consent, shall be entitled to appoint agents to administer the adjudication and verification process on its behalf.
- 6.2.3 Naspers, acting through the BSTC (or its agents), shall use its best commercial endeavours to facilitate the creation of the Trading Market for the purpose of facilitating trading in Ordinary Shares, subject at all times to the restrictions imposed upon the transfer of ownership of such shares in terms of the Shareholders Agreement and the Company Constitutional Documents.
- 6.2.4 All proposed transfers of Ordinary Shares, whether to be effected on the Trading Market or otherwise (including a change in beneficial ownership), must be submitted to the BSTC for consideration on the usual form together with the following supporting documentation in respect of the proposed transferee:
- 6.2.4.1 in respect of individuals, a copy of the proposed transferee's identity document, proof of residence and an affidavit signed by the

proposed transferee confirming that the proposed transferee is a Black Person;

- 6.2.4.2 in respect of Black Companies, a certified copy of their latest BEE status/rating certification being no older than 12 months (issued by a BEE rating or verification agency acceptable to Naspers in its sole and absolute discretion) (if such is available), a certified copy of their articles of association, a certified copy of their memorandum of association and a certified copy of their share transfer register, and any other such documents as may be reasonably required by the BSTC; and
- 6.2.4.3 in respect of Black Entities, a certified copy of any applicable constitutional or other such document, a certified copy of any rules or regulations governing the operations and management of such entity, certified copies of the identity documents of the trustees or representatives of the governing body of such entity (if any), and any other such documents as may reasonably be required by the BSTC.
- 6.2.5 In considering any proposed transfer of Ordinary Shares, the BSTC (or its agent) shall, for the purposes of ascertaining the BEE rating/status of any proposed transferee, be entitled in addition to requesting any such additional documents as may be necessary to ascertain such BEE rating/status, to request that such transferee (at its own expense) provide a BEE Ownership Certificate of Compliance.
- 6.2.6 Naspers shall procure that all proposed transfers of Ordinary Shares shall be considered by the BSTC as soon as reasonably possible in the circumstances subsequent to being lodged with the BSTC.
- 6.2.7 The BSTC may make any further requirements and stipulations from time to time in respect of the consideration and verification of the transfer of Ordinary Shares as it deems fit, with the written approval of Naspers. Holders of Ordinary Shares shall be advised of any further requirements and stipulations as determined by the BSTC in writing, at least 2 months prior to such requirements and stipulations being effective.

- 6.2.8 Ordinary shares may only be transferred to and be beneficially held by Eligible Ordinary Shareholders, subject always to the prior written approval of the BSTC pursuant to its consideration of the proposed transfer and subject to its BEE verification of the proposed transferee.
- 6.2.9 Ordinary Shares may only be transferred to Eligible Ordinary Shareholders having a similar or higher BEE status/rating (determined in accordance with the BBBEE Legislation).
- 6.2.10 No Ordinary Shares shall be transferred where such transfer shall result in a breach of any of the provisions of the Shareholders Agreement and/or the Company Constitutional Documents.
- 6.2.11 Subject to article 13, to the extent that, and for whatever reason (whether intentionally, negligently or accidentally), any Ordinary Share is transferred to or held by any Person who is not a Black Participant ("**the Non-qualifying Shareholder**"), such Ordinary Share shall:
- 6.2.11.1 not confer upon the Non-qualifying Shareholder any right to receive a dividend, Distribution, or payment by virtue of the holding of that Ordinary Share, or to share otherwise in any economic benefit to which the Ordinary Shareholders are entitled by virtue of their holding Ordinary Shares;
- 6.2.11.2 result in such Non-qualifying Shareholder being deemed, on the date on which such Ordinary Share was transferred to such Non-qualifying Shareholder, to have ceded to Naspers (or its nominee) any voting rights attaching to such Ordinary Share pursuant to these articles, and to have irrevocably appointed Naspers or its nominee as proxy for the voting of such voting rights;
- 6.2.11.3 pursuant to the cession of voting rights contemplated in article 6.2.11.2, result in Naspers (or its nominee) being entitled to vote such Ordinary Shares at any general meeting of HoldCo in accordance with the provisions of article 24 (and article 24.4 in particular), and the formula set out in article 24.4 shall apply, *mutatis mutandis*, to Naspers (or its nominee) for the purposes of calculating the number of such votes exercisable by Naspers pursuant to the

provisions of article 24 as regards the voting rights contemplated in this article 6.2.11.

## **7. Restriction on Sale or Encumbrance by the Company of its HoldCo Ordinary Shares**

- 7.1 Subject to the relevant compulsory sale provisions contained in the Transaction Documents, including any come-along provisions, the Company shall not, at any time, be entitled to Sell or Encumber any HoldCo Ordinary Share held by it unless Naspers has consented thereto in writing, in its sole and absolute discretion.
- 7.2 The Company shall not, at any time Encumber any of its HoldCo Ordinary Shares unless Naspers has consented thereto in writing, in its sole and absolute discretion.

## **8. Come along in favour of Naspers**

- 8.1 If Naspers receives an offer from a *bona fide* third party to purchase all HoldCo Ordinary Shares in the issued share capital of HoldCo and all claims on loan account owing to HoldCo Shareholders by HoldCo, which Naspers wishes to accept, then Naspers shall advise the Company in writing of its intention to accept the offer and to require the Company to sell all of its HoldCo Ordinary Shares and shareholders' claims to the third party.
- 8.2 The notice in article 8.1 will record the name of the *bona fide* third party in question and fully set out the material terms of the offer made by the *bona fide* third party.
- 8.3 The Company will be obliged to sell its HoldCo Ordinary Shares in and claims against HoldCo to the third party on the terms offered by the third party to, and accepted by, Naspers.

## **9. Alteration of share capital and shares**

- 9.1 The Company may from time to time by special resolution increase the capital by such sum divided into shares of such amount, or may increase the number of its shares of no par value to such number, as the resolution shall prescribe.

- 9.2 The Company may increase its capital constituted by shares of no par value by transferring reserves or profits to the stated capital, with or without a distribution of shares.
- 9.3 Except as otherwise provided by the conditions of issue or by the articles, any capital raised by the creation and issue of new shares shall be considered part of the original capital, and shall be subject to the provisions contained in these articles with reference to transfer and transmission and otherwise.
- 9.4 New shares created shall be offered to existing Ordinary Shareholders *pro rata* to their shareholding. Shareholders in general meeting may authorise the directors to dispose of the new securities as the directors in their discretion may think fit, subject to the provisions of section 222 of the Act, and provided that such new Shares may only be offered to Black Participants.
- 9.5 The Company may by special resolution:
- 9.5.1 consolidate and divide all or any part of its capital into shares of larger amount than its existing shares or consolidate and reduce the number of issued shares of no par value to such number as the resolution shall prescribe;
- 9.5.2 divide its capital or any part of its capital into shares of smaller amount than is fixed by its memorandum of association by subdivision of its existing shares or any of them, subject nevertheless to the provisions of the Act and so that, as between the resulting shares, no one or more of such shares may by the resolution by which such subdivision is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the other or any other of such shares;
- 9.5.3 increase the number of its issued no par value shares without an increase of its stated capital;
- 9.5.4 convert all of its ordinary or preference share capital consisting of shares having a par value into stated capital constituted by shares of no par value;

- 9.5.5 convert its stated capital constituted either by ordinary or preference shares of no par value into capital consisting of shares having a par value;
  - 9.5.6 vary the rights attached to any shares not yet issued;
  - 9.5.7 convert any of its shares, whether issued or not, into shares of another class or classes and attach thereto respectively any preferential, qualified, special or deferred rights, privileges or conditions;
  - 9.5.8 subject to the provisions of section 99 of the Act, convert its issued preference shares into shares which can be redeemed.
- 9.6 The Company may by ordinary resolution reduce its issued share capital, any share premium account and any capital redemption reserve fund and in particular, may cancel any paid up share capital which has been lost or is not represented by available assets, in any manner, at any time and from time to time.

#### **10. Acquisition by Company of its own shares**

- 10.1 The Company may and by special resolution approve the acquisition of shares issued by the Company in the manner set out and subject to the provisions of sections 85 to 88 and section 98(4) of the Act.
- 10.2 The Company may acquire shares in its holding company (if any) but not exceeding a number of such shares which together with all shares held by fellow subsidiaries of that holding company, totals 10% of the issued shares of the holding company.

#### **11. Restriction on the exercise by the Company of its rights under articles 9 and 10**

Notwithstanding anything to the contrary contained in articles 9 and 10, during the Company Empowerment Compliance Period, the Company shall not, save as may be permitted under the Transaction Documents and article 12 and unless Naspers agrees otherwise in writing, exercise any rights of the Company as contemplated in articles 9 and 10. Any written consent given by Naspers in terms of this

article 11 must be lodged together with the form filed at the office of the Registrar of Companies.

## 12. Call option

12.1 If, at any time during the Company Empowerment Compliance Period, the Company and/or any one or more or all of the Ordinary Shareholders (as the case may be):

12.1.1 commits an act, or there arises an event or circumstance (howsoever arising), constituting or resulting in a breach of any of the provisions of articles 6, 7, 8, 14, 15 or 16 or of the undertakings given by the Company in relation to its BEE status as set out under clause 14 of the Shareholders Agreement, and fails to remedy any such breach within 30 days of receiving written notice to do so; or

12.1.2 are, or any resolutions are proposed or taken for it to be, wound-up, liquidated, placed under judicial management or sequestrated, as the case may be, whether provisionally or finally; or

12.1.3 compromises or attempts to compromise with any one or more of its creditors generally or offer to do so,

individually and collectively, "**Default Events**", and, where the Company has committed such Default Event, a "**Company Default Event**", or where a Ordinary Shareholder has committed such event, a "**Shareholder Default Event**", then:

12.1.4 as regards a Shareholder Default Event:

Naspers shall notify the relevant Ordinary Shareholder in writing thereof and request such Ordinary Shareholder to remedy same within 30 days of receipt of such written request. Should the Ordinary Shareholder fail to remedy such Shareholder Default Event, Naspers shall be entitled, but not obliged, by giving written notice to the relevant Ordinary Shareholder to that effect ("**the Call Option Notice**") to require such Ordinary Shareholder to sell to Naspers all its Ordinary Shares, or such number thereof as may be necessary to cure the Shareholder Default Event, as Naspers may elect ("**the Call Shares**"), on the 5<sup>th</sup> Business Day following

the date on which the Ordinary Shareholder received the Call Option Notice, and the Ordinary Shareholder shall be obliged to sell the Call Shares at their par value.

12.1.5 as regards a Company Default Event:

12.1.5.1 to the extent that Naspers becomes aware of such event (provided that in relation to an event contemplated under article 12.1.1, such event materially prejudices Media24's ability to optimise its BEE rating under the BBBEE Legislation), Naspers shall notify the Company in writing thereof and request the Company to remedy same within 30 days of receipt of such written request. Should the Company fail to remedy such Company Default Event, then Naspers shall be entitled, but not obliged, by giving a written notice ("**Call Option Notice**") to require the Company to Sell to Naspers all (and not only some) of its HoldCo Ordinary Shares.

12.1.6 any Sale of HoldCo Ordinary Shares pursuant to article 12.1.5.1 shall be effected on the 5<sup>th</sup> Business Day following the date on which the Company received the Call Option Notice, and the Company shall be obliged to sell such Ordinary Shares at their fair market value less 20%.

12.1.7 For the purposes of article 12.1.6, "fair market value" shall mean the fair market value as agreed in writing between the Company and Naspers. Failing such agreement within 15 Business Days of either the Company or Naspers requesting in writing such agreement, then the fair market value shall be determined by way of final and binding expert determination. The expert shall be an investment bank with experience in the media and broadcasting industry agreed to in writing by Naspers and the Company, and failing agreement within 10 days of the expiry of the aforementioned 15 day period, the expert (being an independent investment bank with experience in the media and broadcasting industry) shall be appointed by the South African Institute of Chartered Accountants on the written request of either Naspers or the Company. In determining such fair market value, the expert shall (i) value the shares which HoldCo holds in Media24, (ii) value all the other assets and/or liabilities of HoldCo (ie all HoldCo's assets other than its equity interest in

Media24) on an appropriate basis, (iii) value the Company's loan account (if any) outstanding at such time, and (iv) act as an expert and not as an arbitrator.

**13. No restriction on Naspers, its nominees or Associates holding Ordinary Shares**

Notwithstanding anything to the contrary in the Transaction Documents and/or the Company Constitutional Documents, should Naspers and/or its nominee/s and/or its Associate/s at any time become the beneficial and/or registered holder/s of any Ordinary Shares, for whatever reason, Naspers and/or its nominee/s and/or its Associate/s shall be exempt from any and all of the provisions of the Shareholders Agreement and the Company Constitutional Documents, regulating the transfer of Ordinary Shares and the restrictions upon the holding of such shares only by Black Participants.

**14. Modifications to comply with the Empowerment Requirements**

Should there be any change to the Empowerment Requirements which impacts on the ability of Media24 to obtain an optimal BEE rating, the HoldCo Shareholders shall meet, in good faith, to discuss and resolve the best way to address the effect of such changes. The Company shall co-operate to amend the provisions of the Shareholders Agreement to ensure that the relationship between the HoldCo Shareholders and Media24 continues to optimise Media24's BEE rating. BEECo shall exercise its votes in favour of any resolution proposed and necessary to realise such optimised BEE rating for Media24.

**15. The Company Ownership Certificate of Compliance**

15.1 The Company and each of the Ordinary Shareholders acknowledge and accept that Naspers will from time to time (and at least once a year) be entitled to request at its sole discretion and in writing the preparation and issue of the Company Ownership Certificate of Compliance.

15.2 The Company shall, for so long as the Shareholders Agreement subsists, fully co-operate with and assist Naspers and its representatives by providing them with access to all information and records which are in its possession or which it may be entitled and/or obliged to keep in its possession or to require to be placed in its possession, within 10 Business Days of a written request therefor

from Naspers or such representatives, for purposes of enabling Naspers to obtain the issue of the Company Ownership Certificate of Compliance.

- 15.3 For the purposes of procuring the preparation of the Company Ownership Certificate of Compliance, Naspers shall, in its sole and absolute discretion, be entitled to request the Company in writing to procure a BEE Ownership Certificate of Compliance in respect of any Ordinary Shareholder within 45 days of the receipt by the Company of such written request. In addition, the Company shall at any time be entitled to request any Ordinary Shareholder to procure a BEE Ownership Certificate of Compliance, and such Ordinary Shareholder shall be obliged to do so within 30 days of receipt of a written request to do so. The costs of procuring such a BEE Ownership Certificate of Compliance, whether requested by Naspers or the Company, shall be for the account of the Ordinary Shareholder concerned, or if such Ordinary Shareholder fails to meet such financial obligation, then for the Company. Failure by the Ordinary Shareholder timeously to procure such a BEE Ownership Certificate of Compliance shall constitute a Shareholder Default Event as contemplated in article 12 and shall trigger the provisions of article 12.

#### 16. Listing

The Company may not list any of the Ordinary Shares on any stock exchange, including but not limited to the JSE, at any time during the Company Empowerment Compliance Period unless Naspers consents thereto in writing (in its sole and absolute discretion). Any such listing effected without the consent of Naspers shall constitute a Company Default Event as contemplated under article 12.

#### 17. Payments to shareholders

- 17.1 Subject to the provisions of section 90 of the Act and subject to any restrictions in these articles, the Company shall be entitled to make payments to its members from time to time, whether by way of a capital distribution or by way of a distribution out of any reserves of the Company, provided that the Company may not make any such payments to its members until all and any amounts outstanding under the Naspers Preference Share Subscription

Agreement have been repaid in full, unless any such payments are expressly authorised by the Transaction Documents.

- 17.2 Any payment by the Company in terms of article 17.1 shall only be made pursuant to an ordinary resolution by the members approving same.
- 17.3 Any payments made by the Company to its members pursuant to articles 17.1 and 17.2 may be made in cash, by a distribution of assets (whether incorporeal or otherwise) or by the distribution of anything else held by the Company or by a combination of any one or more of the foregoing.
- 17.4 Notice of any payment approved of in terms of Article 17.2 shall be given to members of the Company in the manner determined by the directors from time to time.
- 17.5 Every payment made under this article 17 shall be effected in the manner approved of in terms of article 17.2. Any payment that is made in cash may be paid by cheque or in such other manner as the directors may determine. Where any payment is made or evidenced by any document (whether such document be a document of title, a negotiable instrument or anything else) such document may either be sent by registered post to the registered address of the member entitled thereto or be given to him personally. Any receipt (or, in the case of a negotiable instrument any endorsement thereon) of the person whose name appears in the register as shareholder (or his duly authorised agent) shall be a good discharge to the Company in respect thereof. Any one or two joint holders may give effectual receipts for any payment made in respect of any Ordinary Shares held jointly by them.
- 17.6 Where anything is sent through the post in terms of Article 17.5, the Company shall not be responsible for the loss in transmission of any such document sent to the registered address of a member, whether or not it was so sent at his request.

## 18. Modifying rights

If at any time the share capital is divided into different classes of shares, the rights attaching to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied with the consent in writing of Naspers and (i) with the consent in writing of the holders of not less than three-fourths of the issued

shares of that class or (ii) with the sanction of a resolution passed at a separate general meeting of the holders of the shares of the class, and the provisions of Section 199 of the Act shall apply *mutatis mutandis* to that resolution and meeting as if the resolution were a special resolution. To every such separate general meeting the provisions of these articles relating to general meetings shall apply *mutatis mutandis* but so that, unless the shares of that class are held by only one Ordinary Shareholder, the necessary quorum shall be two persons holding or representing the holders of at least one-third of all the issued shares of the class.

#### 19. **Borrowing powers**

Subject to the Company Constitutional Documents, the directors may exercise all the powers of the Company to raise or borrow money or secure the payment of any sum or sums of money for the purposes of the Company and to mortgage or bind its undertaking and property or any part thereof and 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. The directors' power so to borrow, mortgage, bind the property and undertaking of the Company and to issue securities shall, subject to the memorandum of association of the Company, be unlimited in extent, and the total amount owing by the Company in respect of monies so raised, borrowed or secured shall not exceed the amount authorised by its listed holding company.

#### 20. **General meetings**

- 20.1 Save as is provided for in the Act, an AGM shall be held not later than nine months after the end of each financial year of the Company, and not more than fifteen months shall elapse between the date of one AGM of the Company and that of the next. The AGM of the Company shall be held at such place and at such time as the directors may from time to time determine.
- 20.2 Any general meeting other than an AGM of the Company shall be called a "general meeting", but for purposes of these articles a reference to a "general meeting", unless the context otherwise requires, shall include an AGM.
- 20.3 The directors may, whenever they think fit, convene a general meeting, and the directors shall forthwith proceed to convene a general meeting if and when required so to do in accordance with the provisions of the Act.

- 20.4 An AGM or a general meeting called for the passing of a special resolution shall be called by not less than twenty-one clear calendar days' notice in writing and any other general meeting shall be called by not less than fourteen clear days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and, in the case of special business, the general nature of such business and shall be given in the manner mentioned below or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the articles, entitled to receive such notices from the Company, who shall include without limitation the beneficial holders of Ordinary Shares; provided that a meeting of the Company shall, notwithstanding the fact that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed by a majority in number of the Ordinary Shareholders having a right to attend and vote at the meeting, being a majority holding not less than ninety-five per cent of the total voting rights of all the Ordinary Shareholders.
- 20.5 In every notice calling a general meeting of the Company and on the face of every proxy form issued at the expense of the Company, there shall appear with reasonable prominence a statement that an Ordinary Shareholder entitled to attend and vote at this meeting is entitled to appoint one or more persons as his proxy to attend, speak and vote in his stead and that a proxy need not be an Ordinary Shareholder.

## 21. Proceedings at general meetings

- 21.1 The business of an AGM shall be to receive and consider the annual financial statements, to declare or sanction dividends (where applicable), and to elect directors, auditors, and other officers in the place of those retiring, if any. All other business transacted at an AGM and all business transacted at a general meeting shall be deemed special. Unless due notice of this special business has been given, no special business shall be transacted at an AGM and only such business of which due notice has been given shall be transacted at a general meeting.

- 21.2 The quorum for a general meeting and at an adjourned or postponed meeting shall be at least three Ordinary Shareholders entitled to vote, present in person, provided that one member shall be the representative of the holding company, or, in the case of an Ordinary Shareholder being a body corporate, its representative or, if the Company is a wholly owned subsidiary, the representative of the holding company.
- 21.3 No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of and throughout this meeting.
- 21.4 If within half an hour after the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Ordinary Shareholders, shall be dissolved; in any other case it shall stand adjourned to a day not earlier than seven days and not later than twenty-one days after the date of the meeting and if at such adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting the Ordinary Shareholders present in person or by proxy, shall be a quorum.
- 21.5 Where a meeting has been adjourned as aforesaid, the Company shall, upon a date not later than three days after adjournment, publish in a newspaper circulating in the province where the registered office of the Company is situated, a notice stating:
- 21.5.1 the date, time and place to which the meeting has been adjourned;
  - 21.5.2 the matter before the meeting when it was adjourned; and
  - 21.5.3 the ground for the adjournment.
- 21.6 The chairman elected by the directors in terms of article 26.3 shall be entitled to take the chair at every general meeting, or if there be no chairman or if he shall have notified his inability to be present at the meeting, or if at any meeting he shall not be present within ten minutes after the time appointed for holding such meeting, the Ordinary Shareholders personally present and the representatives of Ordinary Shareholders which are bodies corporate shall choose another director as chairman; and if no director be present, or if all the directors present decline to take the chair, then such Ordinary Shareholders and representatives shall choose one of their number to be chairman.

- 21.7 Save as is otherwise expressly provided by the Act or by the articles, all questions, matters and resolutions arising at or submitted to any general meeting shall be decided by a majority of the votes cast and shall in the first instance be decided by a show of hands. The chairman shall not have a casting vote in addition to the vote or votes to which he may be entitled as an Ordinary Shareholder, either on a show of hands or on a poll.
- 21.8 Subject to the provisions of the Act, at any general meeting, unless a poll is demanded, a declaration by the chairman that a resolution has been carried, or carried by a particular majority, or lost, or not carried by a particular majority, shall be final and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 21.9 At any general meeting a poll may be demanded:
- 21.9.1 by the chairman; or
- 21.9.2 by not less than three Ordinary Shareholders having the right to vote at the meeting; or
- 21.9.3 by an Ordinary Shareholder or Ordinary Shareholders representing not less than one-tenth of the total voting rights of all the Ordinary Shareholders having the right to vote at the meeting; or
- 21.9.4 by an Ordinary Shareholder or Ordinary Shareholders entitled to vote at the meeting and holding in the aggregate not less than one-tenth of the issued capital of the Company.
- A poll may not be demanded on the question of the election of a chairman and only the chairman may demand a poll on the question of any adjournment.
- 21.10 If a poll is demanded as aforesaid, it shall be taken in such manner and at such place and time as the chairman of the meeting directs and either immediately or after an interval or adjournment (not exceeding seven days). The demand for a poll may be withdrawn. Scrutineers shall be appointed by the chairman to count the votes and to declare the result of the poll, and their declaration, which shall be announced by the chairman of the meeting, shall

be deemed to be the resolution of the meeting at which the poll was demanded. In case of any dispute as to the admission or rejection of a vote, the chairman of the meeting shall determine the dispute and the determination of the chairman made in good faith shall be final and conclusive.

- 21.11 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 21.12 Subject to the provisions of the Act, a resolution in writing signed by all the Ordinary Shareholders and inserted in the minute book of the Company shall be as valid and effective as if it had been passed at a general meeting duly called and constituted and shall be deemed (unless a statement to the contrary is made in that resolution) to have been passed on the last day on which that resolution is signed by any one or more of the Ordinary Shareholders, as the case may be. That resolution may consist of two or more documents in the same form each of which is signed by one or more Ordinary Shareholders, as the case may be.
- 21.13 The chairman of a general meeting may, with the consent of the meeting, adjourn the meeting from time to time and from place to place, and he shall adjourn the same if duly required so to do in accordance with the provisions of the Act, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

## 22. Voting

- 22.1 Subject to any special terms as to voting on which any share may be issued and subject to the Act, every person entitled to vote and who is present in person, and, if the person is a body corporate, its representative shall on a show of hands have one vote only, but on a poll every person entitled to vote and present in person or by proxy, and if the person is a body corporate, its representative shall be entitled to exercise the voting rights determined by section 195 of the Act.

- 22.2 On a poll taken at any such meeting a person entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 22.3 The persons entitled to attend and vote at general meetings of the Company shall be:
- 22.3.1 the Ordinary Shareholders, subject to the provisions of the articles as regards joint holders of shares;
- 22.3.2 persons entitled under article 5 to transfer shares;
- 22.3.3 the Pref Holder, as contemplated under article 41; and
- 22.3.4 proxies of the persons referred to in articles 22.3.1, 22.3.2 and 22.3.3 above, duly appointed in the manner prescribed in the articles.
- Every such person shall also be entitled to speak at such meetings and, subject to article 21.7, to demand a poll.
- 22.4 When there are joint beneficial holders of any shares any one of such persons may vote at any meeting in respect of such shares as if he were solely entitled thereto, but if more than one of such joint holders be present or represented at any meeting, that one of the said persons who is the earliest beneficial holder of those shares or his proxy, as the case may be, shall alone be entitled to vote in respect of such shares. Several executors or administrators of a deceased Ordinary Shareholder in whose name any shares stand shall for the purpose of this article be deemed joint holders thereof.
- 22.5 The parent or guardian of a minor, and the *curator bonis* of a lunatic Ordinary Shareholder, and also any person entitled under the transmission article to the transfer of any shares, may vote at any general meeting in respect thereof in the same manner as if he were the beneficial holder of those shares; provided that forty-eight hours at least before the time of holding the meeting at which he proposes to vote he shall satisfy the directors that he is such parent, guardian or curator or that he is entitled under the transmission article to the transfer of those shares, or that the directors have previously admitted his right to vote in respect of those shares.

### 23. Proxies

- 23.1 Any person referred to in articles 22.3.1, 22.3.2 and 22.3.3 may appoint one or more persons to act as his proxy or proxies at any meeting of the Company or any adjournment thereof. The appointment of a proxy shall be made either by means of a proxy form or by a power of attorney or by such other means as may be acceptable to the directors.
- 23.2 Every proxy form, whether for a specified meeting or otherwise, shall be in such form as the directors shall from time to time approve and shall comply with the provisions of the Act.
- 23.3 The instrument or other authority appointing a proxy to attend and vote at any general meeting shall be deposited at the Company's office or elsewhere as may be determined by the directors not less than forty-eight hours before the time for the holding of the meeting or adjourned meeting, as the case may be, at which such proxy or person proposes to vote, or at such other places and within such time as the directors may from time to time direct and unless such instrument or authority is so deposited such proxy or person shall not be entitled to attend and vote at the meeting. In calculating the period referred to above, Saturdays, Sundays and public holidays shall not be taken into account.
- 23.4 Proxy forms which, although not before a general meeting, have been duly deposited in accordance with the provisions set out above shall be valid for all the purposes of the meeting and the chairman of the meeting shall be entitled and empowered to act upon e-mailed, telexed or other written information relating to such forms and the terms thereof if such information purports to emanate from some person or persons in authority in the Company's offices or such other places as may be determined by the directors, as the case may be.
- 23.5 No instrument of proxy shall be valid after the expiry of twelve months from the date of its execution unless specifically so stated on the instrument itself.
- 23.6 A vote given by a proxy in accordance with the terms of the instrument appointing him shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the authority, or transfer of the share in respect of which the vote is given, unless an intimation in writing of the death, insanity,

revocation or transfer shall have been received at the office before the meeting.

#### 24. Proxy mechanism for the voting of HoldCo Ordinary Shares

- 24.1 The Company irrevocably appoints the Ordinary Shareholders as its proxies (with the right of substitution) for the purposes of voting the HoldCo Ordinary Shares held by the Company at general meetings of HoldCo.
- 24.2 HoldCo shall forward to the Company and also directly to each Ordinary Shareholder (in its capacity as a proxy of the Company) a copy of all circulars and notices to HoldCo Shareholders, or shall procure that such copies are so forwarded, within 5 Business Days of receiving same.
- 24.3 For every general meeting of HoldCo of which the Company and the Ordinary Shareholders receive notice, the Board must appoint any one of the Company's directors or the company secretary, if a natural person, to act as the Company's representative at such general meeting of HoldCo, in terms of section 188 of the Companies Act, ("**the Company Representative**") and the Board shall procure that the Company Representative shall adhere to all provisions of these articles in respect of the voting of Ordinary Shares by Ordinary Shareholders and of the HoldCo Ordinary Shares by the Company in terms of the proxy mechanism set out in this article 24.
- 24.4 Initially each Ordinary Share shall represent a right to a single vote at general meetings of HoldCo as proxy on behalf of the Company; that is initially each Ordinary Share shall represent one HoldCo Ordinary Share as held by the Company. If for any reason there is no longer parity between the number of Ordinary Shares in issue and the number HoldCo Ordinary Shares held by the Company, then the Ordinary Shareholders shall be entitled to so many votes at general meetings of HoldCo as determined in accordance with the following formula:

$$N = (A/B) \times C$$

Where:

**N** = the number of HoldCo Ordinary Shares, the voting rights in respect of which the relevant Ordinary Shareholder will control at

the meeting convened through the mechanism of a proxy, provided that any fraction of a share resulting from such calculation shall be disregarded;

- A** = the number of Ordinary Shares beneficially held by the Ordinary Shareholder concerned;
- B** = the total number of Ordinary Shares in issue at the date on which notice as contemplated in this article 24 is sent to the Ordinary Shareholders;
- C** = the total number of HoldCo Ordinary Shares registered in the name of the Company at the date on which notice as contemplated in this article 24 is sent to the Ordinary Shareholders.

24.5 In the event that the number of votes exercisable by each Ordinary Shareholder is changed at any time in accordance with the formula set out in article 24.4, the Board shall send, or shall procure the sending of, a letter to each Ordinary Shareholder upon the receipt by Ordinary Shareholders of notice of any general meeting of HoldCo, advising such Ordinary Shareholder of the number of HoldCo Ordinary Shares which it shall be entitled to vote at such general meeting of HoldCo as determined in accordance with the formula set out in article 24.4.

24.6 The exercise of this proxy by the Ordinary Shareholders shall be in accordance with the provisions of the HoldCo Constitutional Documents relating to general meetings of HoldCo and proxies. The Ordinary Shareholders may choose to appoint the Company Representative as their proxy at general meetings of HoldCo, or such other person as they may so elect.

## 25. Directors

25.1 The number of directors shall not be less than three and not more than 15.

25.2 The directors shall have power at any time and from time to time to appoint any person as a director, either to fill a casual vacancy or as an additional director. Any person appointed to fill a casual vacancy or as additional

director shall retain office only until the next following AGM of the Company and his appointment shall be subject to confirmation at such AGM. Notice of AGMs shall be sufficient to allow nominations of new directors to be sent to the Company's office from any part of the Republic.

- 25.3 The directors shall not be obliged to hold any shares to qualify them as directors.
- 25.4 The directors shall be entitled to such remuneration as the directors or the Company in general meeting may from time to time determine.
- 25.5 A director shall cease to hold office as such:
- 25.5.1 if by order of court his estate is finally sequestrated or he is declared unable to manage his affairs; or
- 25.5.2 if by notice in writing to the Company he resigns his office; or
- 25.5.3 if he ceases to be a director or becomes prohibited from being a director by virtue of the provisions of the Act or any other legislation; or
- 25.5.4 if he be removed from office by a resolution signed by all his co-directors; or
- 25.5.5 if he is removed under article 25.8.
- 25.6 No director or intending director shall be disqualified by his office from contracting with the Company, whether with regard to such office or as vendor or purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company, in which any director shall in any way be interested, be or be liable to be avoided; nor shall any director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such director holding that office, or of the fiduciary relationship thereby established, provided the nature of his interest has been declared by him in accordance with the provisions of the Act.
- 25.7 A director may be employed by or hold any office of profit under the Company or under any subsidiary or holding company in conjunction with the office of director, other than that of auditor of the Company or of any subsidiary

company, and upon such terms as to appointment, remuneration and otherwise as a disinterested quorum of the directors may determine, and any remuneration so paid may be in addition to the remuneration payable in terms of article 25.4.

- 25.8 Subject to the provisions of the Act, the Company may by ordinary resolution remove any director before the expiration of his period of office and may by ordinary resolution elect another person in his stead. The person so elected shall hold office during such time only as the director in whose place he is elected would have held office.
- 25.9 The Company shall keep at its registered office a register containing the particulars of its directors, managers and secretaries and shall furnish the Registrar of Companies with particulars thereof as provided for in the Act.

## 26. **Managing directors**

- 26.1 The directors or a committee of the directors may from time to time appoint one or more of their number to be managing director of the Company or to be the holder of any other executive office in the Company, including for the purposes of the articles the office of chairman, deputy chairman or vice-chairman, and may, subject to any contract between him or them and the Company, from time to time terminate his or their appointment and appoint another or others in his or their place or places.
- 26.2 A director who is appointed in terms of the provisions of article 26.1 to the office of managing director of the Company or to any other executive office in the Company may be paid, in addition to or in substitution of the remuneration payable in terms of article 25.4, such remuneration not exceeding a reasonable maximum in each year in respect of such office or services as may be determined by a disinterested quorum of the directors or a disinterested committee of directors.
- 26.3 The directors may from time to time entrust and confer upon a managing director or other executive officer appointed under article 26.1 for the time being such of the powers and authorities vested in them as they think fit, and may confer such powers and authorities for such time, and to be exercised for such objects and purposes and upon such terms and conditions and with such

restrictions as they may think expedient, and they may convert such powers and authorities either collaterally with, or to the exclusion of, or in substitution for, all or any of the powers and authorities of the directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any of such powers and authorities.

## 27. Proceedings of directors

- 27.1 The directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Except where there are only two directors of the Company, three directors shall form a quorum. A director may at any time require the secretary to convene a meeting of the directors. A director who is not within the Republic shall not be entitled to notice of any such meeting, but notice shall be given to all duly appointed alternate directors who may at the time be within the Republic. Should the number of directors in office fall below the minimum provided in these articles, the remaining directors shall only be permitted to act for the purpose of filling vacancies or calling general meetings of Ordinary Shareholders.
- 27.2 Questions arising at any meeting of the directors shall be decided by a majority of votes. The chairman shall not have a second or casting vote.
- 27.3 The directors may elect a chairman of their meetings and one or more deputy chairmen to preside in the absence of the chairman, and may determine a period for which they are to hold office, but if no such chairman or deputy chairman is elected or if at any meeting neither the chairman nor a deputy chairman is present within ten minutes after the time appointed for holding the meeting, the directors shall choose one of their number to be chairman of such meeting.
- 27.4 A meeting of the directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the articles of the Company for the time being vested in or exercisable by the directors generally.
- 27.5 A resolution signed by directors (or their alternates, if applicable) who are present at the time when the resolution in question is signed by the first of such directors, whose number is a majority of the directors for the time being

in office and is not less than a quorum for a meeting of directors, and inserted in the minute book shall be as valid and effective as if it had been passed at a meeting of directors. Any such resolution may consist of several documents, each of which may be signed by one or more directors (or their alternates, if applicable) and shall be deemed to have been passed on the date on which it was signed by the last director who signed it (unless a statement to the contrary is made in that resolution).

27.6 A resolution signed by a majority of those directors who were connected electronically with each other by a video, telephone or similar conference facility in circumstances where:

27.6.1 the directors so connected remained connected for the duration of the conference and constituted all the directors of the Company or their respective alternates; or

27.6.2 all directors of the Company have been given, or reasonable attempts have been made to give, notification (whether electronic or otherwise) of the proposed conference and the directors so connected were in total not less than sufficient in number to form a quorum at a meeting of directors; and

27.6.3 the subject matter of the resolution has been discussed during the conference; and

27.6.4 the chairman, or failing him the deputy chairman, or failing him any other director so connected, certifies in writing that the requirements of articles 27.6.1, 27.6.2 and 27.6.3 have been complied with;

shall be deemed to have been passed on the date on which it was signed by the director who last signed it (unless a statement to the contrary is made in that resolution) and such resolution may consist of several documents, each of which may be signed by one or more of the directors participating in such conference.

27.7 The directors may delegate any of their powers to a committee consisting of such Ordinary Shareholder or Ordinary Shareholders of their body or other persons as they think fit. Any committee so formed shall, in the exercise of

the powers so delegated, conform to any regulations that may from time to time be imposed on it by the directors.

## 28. Alternate directors

- 28.1 Each director shall have the power to appoint a person to act as alternate director in his place, and at his discretion to remove such alternate director and to appoint another in his stead, provided that the appointment of such alternate director shall be made in writing and shall be approved by the directors in their sole and absolute discretion. On such appointment being made and approved, the alternate director shall in all respects be subject to the terms and conditions existing with reference to the other directors of the Company. An alternate director shall be entitled to act at all meetings and in all proceedings in which, and on all occasions when, the director who appointed him does not act himself. An alternate director shall look for his remuneration to the director appointing him, and shall have no claim against the Company for such remuneration.
- 28.2 An alternate director, whilst acting in the place of the director who appointed him, shall exercise and discharge all the duties and functions of the director whom he represents. The appointment of an alternate director shall be cancelled and the alternate director shall cease to hold office whenever the director who appointed him shall cease to be a director or shall give notice in writing to the secretary that the alternate director representing him shall have ceased to do so.

## 29. Powers of directors

The management of the business and the control of the Company shall be vested in the directors who may exercise all such powers as may be exercised by the Company and are not hereby or by the Act expressly directed or required to be exercised by the Company in general meeting but subject, nevertheless, to the provisions of the Transaction Documents, the Company's memorandum of association and these articles and to any resolution not inconsistent with the articles passed at any general meeting of the Ordinary Shareholders in accordance therewith; but no resolution passed by the Company in general meeting shall invalidate any prior act of the directors which would have been valid if such resolution had not been passed.

### 30. **Naspers representation on the Board**

- 30.1 Given the Company's indirect shareholding in Media24, in order to protect the empowerment profile of the Company and thereby the empowerment profile of Media24, for so long as the Company Empowerment Compliance Period subsists, Naspers shall be entitled to appoint, remove and replace 2 directors to the board of directors of the Company ("**the Naspers Board Directors**").
- 30.2 The Naspers Board Directors shall:
- 30.2.1 be nominated by Naspers in its sole discretion;
- 30.2.2 be entitled to vote on any matter under consideration by the board of directors, and in this regard shall each have the same number of votes as each other director;
- 30.2.3 shall not be capable of being removed from the board of directors, whether in terms of section 220 of the Companies Act or otherwise, unless Naspers approves of such removal in its sole and absolute discretion; and
- 30.2.4 be appointed, removed, replaced and/or substituted by written notice from Naspers to BEECo.

### 31. **Statutory records**

- 31.1 The directors shall comply with all the requirements of the Act as to the keeping of statutory records including those relative to the register, a register of interests of directors and others in shares and debentures of the Company, a register of directors and officers, a register of pledges and bonds, a register of the interests in contracts of directors and officers, a register of fixed assets, a register of allotments, a directors' attendance book and a minute book or books. The minutes shall record inter alia the names of all directors present at each meeting of directors or of any committee, all appointments of officers and all resolutions of general meetings and of meetings of directors and committees.
- 31.2 The minutes of any meeting of the directors or of any committee or of the Company if purporting to be signed by the chairman of the meeting or by the

chairman of the next succeeding meeting of directors or the Company and any resolutions passed in pursuance of article , as the case may be, and any extract from such minutes or extract from any resolution in writing passed in terms of article 27.5, if signed by any director or by the secretary or by any duly authorised person acting in the place of the secretary, shall be receivable as evidence of the matters stated in such minutes or extracts.

## 32. Dividends

- 32.1 The provisions of this article 32 shall at all times be subject to the Transaction Documents, and to article 41 for so long as any Naspers Preference Shares remain in issue.
- 32.2 Subject to the Act, the Company in general meeting or the directors may from time to time declare a dividend to be paid to the Ordinary Shareholders in proportion to the number of shares held by them in each class or in such other proportion as the directors may determine. Dividends shall be declared payable to the beneficial holders of Ordinary Shares recorded as such on a date subsequent to the date of the declaration of the dividend.
- 32.3 No larger dividend shall be declared by the Company in general meeting than is declared by the directors, but the Company in general meeting may declare a smaller dividend.
- 32.4 Dividends shall be payable only out of the profits (whether current or past) of the Company and no dividend shall carry interest as against the Company. The declaration of the directors as to the amount of the profits of the Company shall be conclusive.
- 32.5 Dividends shall be declared in the currency of the Republic.
- 32.6 Any dividend so declared may be paid and satisfied either wholly or in part by the distribution of specific assets or in paid up shares of the Company or in cash or in one or more of such ways, subject to the provisions of the Act, as the directors or the Company in general meeting may at the time of declaring the dividend determine and direct. In addition, if as a result of the declaration of a dividend any Ordinary Shareholders become entitled to fractions of any specific assets of the Company, the directors may sell the assets represented by such fractions and after deducting the expenses of such sale distribute the

balance of the proceeds of the sale amongst the Ordinary Shareholders entitled to the fractions in proportion to their entitlement.

- 32.7 Subject to the Act, the directors may, from time to time, pay to the Ordinary Shareholders on account of the next forthcoming dividend such interim dividend as in their judgment the position of the Company justifies.
- 32.8 In case several persons are the joint beneficial holders of any shares, any one of such persons may give effective receipts for all dividends and payments on account of dividends in respect of such shares.
- 32.9 All dividends, interest or other moneys payable to the beneficial holder of shares may be paid by cheque or otherwise as the directors may from time to time determine, and may be sent by post to the last registered address requested by him, or, in the case of joint holders, to the earliest beneficially holder of the share(s) in question; and the payment of such cheque or payment by electronic transfer into the bank account nominated by the holder, or in the case of joint holders into the bank account nominated by the earliest beneficial holder of the share(s) in question, shall be a good discharge by the Company in respect thereof. For the purpose of this article, no notice of change of registered address or instructions as to payment being made at any other address which is received by the Company between the record date for the dividend or return of capital and the respective date of payment of the dividend or repayment of capital, as the case may be, (both dates inclusive) and which would have the effect of changing the currency in which such payment would be made, shall become effective until after such date of payment. Every such payment made by electronic transfer shall be made at the risk of such holder or joint holders.
- 32.10 All unclaimed dividends payable to the beneficial holder of shares may be invested or otherwise made use of by the directors for the benefit of the Company until claimed, provided that all moneys, other than dividends, which are payable to the beneficial holders of shares shall be held in trust by the Company until lawfully claimed by the shareholder concerned.
- 32.11 The Company shall not be responsible for the loss in transmission of any cheque or other document sent through the post either to the registered

address of any Ordinary Shareholder or to any other address requested by him or for the loss or misdirection of any electronic transfer.

- 32.12 Dividends unclaimed for a period of not less than three years from the date on which such dividends became payable may be declared forfeit by the directors for the benefit of the Company.

### 33. Capitalisation

- 33.1 Subject to the provisions of the Act, and the written consent of Naspers, the Company in general meeting or the directors, may at any time and from time to time pass a resolution to capitalise any sum forming part of the undivided profits standing to the credit of the Company's reserve fund, or any sum in the hands of the Company and available for dividend, or any sum carried to reserve as the result of a sale or revaluation of the assets of the Company or any part thereof, or any sum transferred to the capital redemption reserve fund, or any sum received by way of premium on the issue of any shares, debentures or debenture stock of the Company. Such resolution may provide that any such sum or sums shall be set free for distribution and be appropriated to and amongst the Ordinary Shareholders either with or without deduction for income tax, rateably according to their rights and shareholdings, in such manner as the resolution may direct; provided that no such distribution shall be made by the Company unless recommended by the directors and unless permitted in accordance with the Transaction Documents, and the directors shall, in accordance with such resolution, apply such sum or sums in paying up shares, and appropriate such shares, to or distribute the sum or sums amongst the holders of such shares rateably according to their shareholding thereof respectively as stated above, or shall otherwise deal with such sum or sums as provided for in such resolution.

### 34. Reserve fund

- 34.1 The directors may, before declaring or recommending any dividends, set aside out of the amount available for dividends such sum as they think proper as a reserve fund or as an addition thereto. The directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting such fund or funds in the business of the Company, or may invest the assets upon such investments (other than shares of the Company)

as they may select, without being liable for any depreciation of or loss in consequence of such investments whether the same be usual or authorised investments for trust funds or not.

- 34.2 The reserve fund shall, at the discretion of the directors, be available for the equalisation of dividends or for making provision for exceptional losses, expenses or contingencies, or for the extension or development of the Company's business, or for writing down the value of any of the assets of the Company, or for repairing, improving and maintaining any buildings, plant, machinery or works connected with the business of the Company, or to cover the loss in wear and tear or other depreciation in value of any property of the Company, or for any other purpose to which the profits of the Company may be properly applied; and the directors may at any time divide among the Ordinary Shareholders by way of bonus, or special dividends, any part of the reserve funds which they, in their discretion, may determine not to be required for such purposes.

### 35. Accounting records

- 35.1 The directors shall cause to be kept such accounting records as are prescribed by the Act. The accounting records shall be kept at the Company's registered office or at such other place or places as the directors think fit, and such accounting records shall always be open to the inspection of the directors.
- 35.2 From time to time the directors shall determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and accounting records of the Company, or any of them, shall be open to the inspection of Ordinary Shareholders.
- 35.3 No Ordinary Shareholder (other than a director) shall have any right to inspect any account or accounting record or document of the Company, except as conferred by the Act or as authorised by the directors, or as authorised by a resolution of the Company in general meeting.
- 35.4 From time to time and pursuant to the provisions of the Act, the directors shall cause to be prepared, and to be laid before the Company in general meeting, such annual financial statements and reports as are required by the Act.

35.5 Pursuant to the provisions of the Act, a copy of every annual financial statement which is to be laid before the Company in general meeting shall be delivered or sent by post to the registered address of every Ordinary Shareholder and debenture holder or other person entitled to receive notice of general meetings of the Company, at least 21 days prior to such meeting at which the financial statements are to be laid before the Company, at the same time and in the same manner as notices of AGMs are given to Ordinary Shareholders in terms of the articles.

### 36. Audit

36.1 The provisions of the Act shall be complied with in connection with the appointment of an auditor or auditors.

36.2 The remuneration of the auditors shall be fixed by agreement with the Company.

36.3 At least once in every financial year of the Company the auditors shall examine the annual financial statements and group annual financial statements, if any, and shall report thereon to the Ordinary Shareholders in terms of the provisions of the Act.

36.4 The auditors shall at all reasonable times have access to the accounting records and vouchers of the Company and also shall have all the further rights conferred upon them by the provisions of the Act.

36.5 Every annual financial statement and group annual financial statement, when audited and approved by an AGM, shall be deemed conclusively correct and shall not be re-opened, unless any error is discovered within three months after the approval thereof, in which case the annual financial statements shall be corrected forthwith and thenceforth shall be deemed conclusively correct.

### 37. Notices

37.1 A notice shall be served by the Company to all Ordinary Shareholders either personally or by sending it by post to his registered address. If an Ordinary Shareholder has not notified an address, he shall be deemed to have waived his right to be served with notices.

- 37.2 All notices with respect to any shares to which persons are jointly entitled may be given to whichever of such persons is recognised by the Company as having any title to such shares in terms of these articles, and notice so given shall be sufficient notice to all the holders of such shares.
- 37.3 The notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of an Ordinary Shareholder, or by sending it through the post in a prepaid envelope addressed to them by name, or by the title of representatives of the deceased, or trustees of the insolvent or by any like description, at the address (if any) supplied for the purpose by the persons claiming to be so entitled, or (until such address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or insolvency had not occurred.
- 37.4 Any notice sent by the Company by post shall be deemed to have been served on the 10<sup>th</sup> day following the day on which the notice is posted, and in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and posted.
- 37.5 If a given number of days' notice, or notice extending over any other period, is required to be given, the day of service and the day of the meeting, shall not be counted in such number of days or other period unless otherwise provided in the articles.
- 37.6 Every notice calling a general meeting of the Company shall comply with the provisions of the Act.
- 37.7 A notice given to any Ordinary Shareholder shall be binding on all persons claiming on his death or on any transmission of his interests.
- 37.8 The signature to any notice given by the Company may be written or printed, or partly written and partly printed.

### 38. Winding up

- 38.1 Subject to the Transaction Documents, if the Company be wound up, the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied as follows:

38.1.1 to repay to the Ordinary Shareholders the amounts paid up on the shares respectively held by each of them; and

38.1.2 the balance (if any) shall be distributed among the Ordinary Shareholders in proportion to the number of shares respectively held by each of them;

provided that the provisions of this article shall be subject to the rights of the holders of shares (if any) issued upon special conditions.

38.2 In a winding-up, any part of the assets of the Company, including any shares or securities of other companies may, with the sanction of a special resolution of the Company, be paid to the Ordinary Shareholders of the Company *in specie*, or may, with the same sanction, be vested in trustees for the benefit of such Ordinary Shareholders, and the liquidation of the Company may be closed and the Company dissolved.

### 39. Indemnity

39.1 Subject to the provisions of the Act, every director, manager, secretary and other officer or employee of the Company shall be indemnified by the Company against all costs, losses and expenses which any such officer or employee may incur, or become liable to, by reason of any contract entered into or act or deed done by him either as such officer or servant, or in any way in the discharge of his duties, unless the same happen through his own negligence or dishonesty. It shall be the duty of the directors to pay any such costs, losses and expenses out of the funds of the Company.

39.2 Subject to the provisions of the Act, no director, manager, secretary or other officer or employee of the Company shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the directors, any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the insolvency or delictual acts of any person with whom any moneys, securities or effects shall be deposited or for any loss or damage occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of

the duties of his office, or in relation thereto, unless the same happen through his own negligence or dishonesty.

#### 40. Variation of the memorandum and articles of association

Each of the Ordinary Shareholders undertakes in favour of Naspers that he shall not vote in favour of any resolution for the amendment of the Company's memorandum of association and these articles unless the amendment thereto, as the case may be, has received the prior written approval of Naspers.

#### 41. Rights and privileges attaching to the Naspers Preference Shares

41.1 In this article 41, unless expressly otherwise stated or inconsistent with the context in which they appear, the following words and expressions shall have the meanings assigned to them below, and cognate words and expressions shall bear corresponding meanings, namely:

- 41.1.1 **"the Act"** - means the Companies Act, No 61 of 1973;
- 41.1.2 **"Arrears"** - a Pref Dividend, or any part thereof, shall be **"in Arrears"** if and for so long as (i) such dividend is required to be declared in terms of this article 41, but has not been declared, or if (ii) such dividend has been declared but has not been paid;
- 41.1.3 **"Arrear Rate"** - means the Prime Rate plus 2%, as adjusted pursuant to article 41.21 and/or article 41.1.23;
- 41.1.4 **"Articles"** - means the Articles of Association and Memorandum of Association of BEECo;
- 41.1.5 **"BEECo"** - means Welkom Yizani Investments Limited, registration number 2006/021434/06, a public company

incorporated in accordance with the laws of the Republic of South Africa;

- 41.1.6 **"BEECo Preference Share Subscription Agreement"** - means the agreement entered or about to be entered into in writing between Naspers and BEECo which, *inter alia*, records the terms and conditions on which Naspers is to subscribe for, and BEECo is to allot and issue, the Preference Shares to Naspers;
- 41.1.7 **"Business Day"** - means any calendar day excluding Saturdays, Sundays and official public holidays in the Republic of South Africa;
- 41.1.8 **"Collection Account"** - means the bank account contemplated in clause 7 of the BEECo Preference Share Subscription Agreement and in this article 41;
- 41.1.9 **"Control"** - of, or in relation to, any company or corporate entity (other than a trust) ("**Corporate**"), means that a person or persons (individually or acting in concert):
- 41.1.9.1 owns or own (directly or indirectly) over 50% of the ordinary shares or other equity interest of such Corporate; or
- 41.1.9.2 controls or control (directly or indirectly) over 50% of voting rights exercisable by members in general meeting or otherwise of such Corporate; or

41.1.9.3

are entitled (directly or indirectly) to appoint a majority of directors of the board of directors or other governing body of such Corporate, or to appoint or remove directors or similar representatives having a majority of the votes exercisable at meetings of the board of directors or other governing body of such Corporate;

41.1.10      **"CPIX"**

- means the annual inflation rate for South Africa, all items of the 12 (twelve) areas, specified in the notices as notified by Statistics South Africa or the South African Reserve Bank, excluding the interest rates on mortgage bonds. In the event of the publication being discontinued, or of any change in the basic of computation of that index, any index, which replaces such index and becomes an official direct substitute for it from time to time, shall apply;

41.1.11      **"Dispose"**

- means to sell, transfer, exchange, dispose of, donate, hedge or otherwise directly or indirectly alienate;

41.1.12      **"Distributions"**

- means all the distributions which BEECo receives from HoldCo from time to time in its capacity as a shareholder or loan account holder of HoldCo, whether by way of dividends or capital distributions, or loan repayments or interest payments, or whether by way of a distribution out of any reserves of HoldCo (whether such reserves arise out of trading, the disposal of assets, the

revaluation of assets, or howsoever else arising), or by way of any other kind of payment, distribution or otherwise, and whether such Distribution is received in cash or *in specie*;

- 41.1.13      **"Final Discharge Date"**      - means the date on which (i) all of the Preference Shares at any time issued by BEECo have been lawfully redeemed by BEECo, and (ii) pursuant to such redemption/s, all of the Pref Holders have received payment of the Pref Redemption Price in full (or in part, subject to article 41.3) in respect of all of their respective Preference Shares;
- 41.1.14      **"Funding Period"**      - means the period commencing on the Subscription Date and terminating on the Final Discharge Date;
- 41.1.15      **"HoldCo"**      - means Main Street 457 (Proprietary) Limited (which will change its name to MultiChoice South Africa Holdings (Proprietary) Limited, or such other name as the Registrar of Companies may allow), registration number 2006/021408/07, a private company incorporated in accordance with the laws of the Republic of South Africa;
- 41.1.16      **"HoldCo Sale of Shares Agreement"**      - means the sale and purchase of shares agreement concluded between Naspers and BEECo in respect of the sale by Naspers to BEECo, and the purchase by BEECo from Naspers, of ordinary shares in the share capital of HoldCo;

- 41.1.17      **"HoldCo Shareholders Agreement"**
- means the written shareholders agreement concluded on or about 14 September 2006 between BEECo and Naspers, as shareholders in HoldCo and to which HoldCo is also a party, as amended or restated from time to time, regulating the relationship between these parties;
- 41.1.18      **"HoldCo Shares"**
- means ordinary shares in the share capital of HoldCo, as exchanged, subdivided, consolidated or converted from time to time;
- 41.1.19      **"Initial Net After Tax Return"**
- means the overall net after tax return, which as at the Issue Date of a Preference Share will be (or would notionally be) received on that Preference Share by the Pref Holder during the period from (and including) such Issue Date, to (and including) the date on which the Pref Redemption Price and all Pref Dividends or other amounts in respect of such Preference Share have been paid in full (or in part, subject to article 41.3), in the absence of the occurrence of any of the circumstances contemplated in articles 41.1, 41.2, 41.3 and 41.5. For the avoidance of doubt, the net after tax return has been calculated on the basis *inter alia* that the Pref Holders (i) shall be exempt from tax on the receipt or accrual of any Pref Dividend, and (ii) shall be entitled to distribute to their

shareholders such Pref Dividend, or any part thereof, free of secondary tax on companies which is or may be levied under Part VII of the Income Tax Act, 1962 and (iii) that no tax shall arise on the redemption or repurchase of the Preference Share or in respect of any distribution made in respect thereof;

- 41.1.20      **"Initial Preference Shares"** - means the Preference Shares issued to Naspers by BEECo (credited as fully paid up) in terms of BEECo Preference Share Subscription Agreement, with the rights and privileges set out in this article 41;
- 41.1.21      **"Issue Date"** - in respect of a Preference Share, means the date on which such Preference Share is issued;
- 41.1.22      **"Majority Pref Holders"** - means, in respect of any matter which refers to the 'Majority Pref Holders' or which requires the exercise of any right, the making of any determination, the giving of any approval, consent, instruction or otherwise of the 'Majority Pref Holders', the Pref Holder which holds the majority (by number of shares) of the Preference Shares or, where no one Pref Holder holds a majority, such number of them, acting together, who hold a majority (by number of shares) of the Preference Shares;
- 41.1.23      **"Market Value"** - means, in relation to an asset (including rights) the price which a reasonably informed person acting at arm's length

would be willing to buy and sell such asset, as agreed to in writing between BEECo and the Majority Pref Holders and failing such agreement within 3 Business Days of either such party requesting same in writing (or such further period as they may agree), as determined by the Valuer acting as an expert and not as an arbitrator;

- 41.1.24      **"Material Adverse Change"** - means, in relation to a person, an event or circumstance of whatever nature (including any change in law or in the interpretation or application of such law) which has or will, in the opinion of the Majority Pref Holders, have (directly or indirectly) a material adverse effect on:
- 41.1.24.1      the business, operations, financial condition or prospects of that person; and/or
- 41.1.24.2      the ability of any person to perform any of its obligations under any Media24 Empowerment Transaction Document to which it is a party; and/or
- 41.1.24.3      the validity or enforceability of any Media24 Empowerment Transaction Document; and/or
- 41.1.24.4      the rights or remedies of the Pref Holder under the BEECo Preference Share Subscription Agreement or any other Media24 Empowerment Transaction Document to which it is a party,

and which in the opinion of the Majority Pref Holders, will adversely affect BEECo's ability to redeem any of the Preference Shares on the Pref Redemption Date, and/or to effect payment to the relevant Pref Holder(s) of the Pref Redemption Price required to be paid to it on such redemption (subject to article 41.3), and/or will adversely affect BEECo's ability to effect payment of the Pref Dividends on the dates on which they are required to be paid (or would otherwise have been paid) in terms of this article 41 and the Articles (in the event that the Pref Holders have not waived their right to payment of any of the amounts set out in article 41.3), and/or any of the Pref Holders' rights (including the right to vote and the effect of such vote) in respect of the Preference Shares;

- 41.1.25      **"Media24"**      - means Media24 Limited, a public company, incorporated and registered in accordance with the laws of the Republic of South Africa under registration number 1950/038385/06;
- 41.1.26      **"Media24 Empowerment Transaction"**      - means the empowerment transaction entered into or to be entered into between Naspers, Media24, HoldCo and BEECo, in terms whereof BEECo will acquire up to a maximum of 14 000 000 ordinary shares in the issued ordinary share capital of HoldCo, of which Media24 is or will then be a subsidiary,

and which is to be funded (i) as to 20% of the total consideration price by way of the BEECo Public Offer and (ii) as to 80% of the total consideration price, from the subscription price paid by Naspers to BEECo for the Preference Shares pursuant to the provisions of BEECo Preference Share Subscription Agreement;

- 41.1.27 **"Media24 Empowerment Transaction Documents"** - means each and all of the agreements and documents pursuant to which the Media24 Empowerment Transaction is effected, being:
- 41.1.27.1 the BEECo Preference Share Subscription Agreement;
  - 41.1.27.2 the Articles (to which BEECo shall be deemed to be a party);
  - 41.1.27.3 the memorandum and articles of association of HoldCo (to which BEECo shall be deemed to be a party);
  - 41.1.27.4 the Media24 Sale and Subscription Agreement;
  - 41.1.27.5 the HoldCo Sale of Shares Agreement;
  - 41.1.27.6 the HoldCo Shareholders Agreement; and
  - 41.1.27.7 the Prospectus;

- 41.1.28      **"Media24 Sale and Subscription Agreement"** - the sale and subscription agreement entered into or about to be entered into between Naspers and HoldCo in terms whereof Naspers sells to HoldCo ordinary shares in the issued ordinary share capital of Media24 for a total consideration price of R4 866 666 667 on loan account after which Naspers subscribes for 97 333 333 ordinary shares of R0.0001 par value each in the issued share capital of HoldCo to settle such loan account;
- 41.1.29      **"Naspers"** - Naspers Limited, registration number 1925/001431/06, a public company incorporated in accordance with the laws of the Republic of South Africa;
- 41.1.30      **"Ordinary Rate"** - means (i) 75% of the Prime Rate, as adjusted pursuant to article 41.21 and/or article 41.24 or (ii) such lower percentage than 75% of the Prime Rate as may be determined by the Majority Pref Holders at any time on written notice to BEECo in any financial year of BEECo, such change in rate to be effective (a) on the date of such written notice or (b) on such other date as may be specified by the Majority Pref Holders in such written notice;
- 41.1.31      **"Ordinary Shares"** - means ordinary shares in the share capital of BEECo of R0.0000001 par value each;
- 41.1.32      **"Other Income"** - means all income, other than Distributions, received by or beneficially

transferred to BEECo from any source,  
and whether in cash or *in specie*;

- 41.1.33      **"Other Cash Income"**      - means all Other Income received by or beneficially transferred to BEECo in the form of cash;
- 41.1.34      **"Pref Accumulated Dividend"**      - means the amount, if any, of a Pref Ordinary Dividend which has accumulated to a Pref Holder in respect of a Pref Dividend Period, but which is not yet required to be declared and paid pursuant to this article 41;
- 41.1.35      **"Pref Additional Dividends"**      - means the additional cumulative preferential preference dividends (or any part thereof) accruing to Pref Holders from time to time pursuant to article 41.6;
- 41.1.36      **"Pref Arrear Dividend"**      - means any Pref Dividend, or any part thereof, which (i) is required to be declared in terms of this article 41, but has not been declared, and/or (ii) which has been declared but has not been paid and/or (iii) which is so characterised pursuant to article 41.5, and a Pref Arrear Dividend shall remain such if and for so long as any such criteria are met;
- 41.1.37      **"Pref Dividend"**      - means, as the context may require, any or all of the Pref Ordinary Dividends, Pref Accumulated Dividends, Pref Additional Dividends and Pref Arrear Dividends and, as applicable, the

additional amounts payable under article 41.23;

41.1.38 **"Pref Dividend Date"**

- means in respect of all Preference Shares in issue from time to time, (a) each day which is the 7th Business Day following the date on which BEECo receives any Distributions or Other Income from time to time, whether directly or through an agent or nominee (provided that where such Distributions or Other Income are less than R500 000 no Pref Dividend Date shall arise until the 7<sup>th</sup> Business Day after further Distributions or Other Income are received which, together with such prior amounts, in aggregate exceed R500 000), and (b) each date notified to BEECo by the Majority Pref Holder on not less than 7 Business Days written notice; and (c) each and every Pref Redemption Date;

41.1.39 **"Pref Dividend Period"**

- means the period between each Pref Dividend Date (including the Pref Dividend Date on which such period commences but excluding the Pref Dividend Date with reference to which such period terminates), provided that:

41.1.39.1

the first Pref Dividend Period shall be the period from (and including) the Subscription Date until (but excluding) the first Pref Dividend Date; and

41.1.39.2

the last Pref Dividend Period shall be the period from (and including) the day immediately succeeding the expiry of the preceding Pref Dividend Period until (and excluding) the Final Discharge Date;

41.1.40

**"Pref Ordinary Dividend"**

- means a cumulative preferential dividend per Preference Share calculated for and in respect of each Pref Dividend Period on the sum of (a) the Pref Issue Price and (b) the aggregate of all Pref Accumulated Dividends which are undeclared and unpaid in respect of such Preference Share (subject to article 41.3), on a daily basis, compounded monthly in arrears, at the Ordinary Rate;

41.1.41

**"Preference Shares"**

- variable rate, cumulative, redeemable preference shares with a par value of R0,001 each in the issued share capital of BEECo and having the rights and privileges as set out in this article 41;

41.1.42

**"Pref Holder"**

- means, in relation to each Preference Share, the registered holder of such Preference Share for the time being, the first Pref Holder being Naspers;

41.1.43

**"Pref Issue Price"**

- means the price at which a Preference Share is issued, being in respect of each Initial Preference Shares, the sum of the par value thereof, being R0.001 together with a premium thereon of R9,999 and thus R10.00 in the aggregate;

41.1.44 **"Pref Redemption Date"** - means, in respect of any Preference Share held by a Pref Holder, the date on which BEECo is obliged to redeem such Preference Share, which date (in relation to the Preference Share to be redeemed) shall be the earliest of the following dates, and if any such date is not a Business Day, then the 1<sup>st</sup> Business Day, immediately succeeding such date:

41.1.44.1 the 10<sup>th</sup> anniversary of the Issue Date or such later date(s) as the Pref Holder may in its sole discretion nominate in writing from time to time provided that such date shall not be later than the 99<sup>th</sup> anniversary of the Subscription Date;

41.1.44.2 any date, in the Majority Pref Holders' sole discretion, which the Majority Pref Holders, subsequent to the occurrence or deemed occurrence of a Trigger Event, on the provision of written notice to BEECo recording such Pref Redemption Date (which notice must be given at any time while such Trigger Event continues or within 60 Business Days from the later of (a) the date on which the occurrence of the Trigger Event first came to the notice of the Pref Holder or (b) the date on which the Trigger Event ceases to exist), nominates as constituting the Pref Redemption Date in respect of such Preference Share, provided that such written

notice is received by BEECo not less than 2 Business Days and not more than 30 Business Days prior to such Pref Redemption Date;

41.1.44.3

the date (if any) on which BEECo is required to redeem or elects to redeem the Preference Shares pursuant to articles 41.3, 41.7, 41.8 and/or 41.9; or

41.1.44.4

any other date as may be agreed in writing between the Majority Pref Holders and the Board,

which Pref Redemption Date, for the avoidance of doubt, shall apply only to – and may be separately determined in respect of – that Preference Share (or number of Preference Shares, as the case may be) to which the date and/or written notice in 41.1.44.1 to 41.1.44.4 applies, and the Pref Redemption Date in respect of all other Preference Shares shall not be affected thereby;

Deleted: 41.1.44.3

41.1.45      **"Pref Redemption Price"**      - means the redemption price of a Preference Share, determined in accordance with the provisions of this article 41;

41.1.46      **"Prime Rate"**      - means the publicly quoted basic rate of interest per annum at which the Reference Bank lends on unsecured overdrafts, compounded monthly in arrears and calculated on a 365 day year factor, irrespective of whether the year is a leap year or not. A certificate

purporting to be signed by someone who is identified in the certificate, as a general, branch or other manager of such bank, setting out the Prime Rate from time to time, shall constitute *prima facie* proof of such rate;

- 41.1.47      **"Pref Threshold"**      - means such number of Preference Shares as, from time to time, is equal to the sum of (i) 3 times the total number of Ordinary Shares then in issue divided by 10 000 (fractions rounded up), (ii) plus one;
- 41.1.48      **"Prospectus"**      - means the prospectus to be issued by BEECo inviting certain members of the public to subscribe for ordinary shares in the share capital of BEECo pursuant to the Media24 Empowerment Transaction;
- 41.1.49      **"Reference Bank"**      - means The Standard Bank of South Africa Limited or, if (and for so long as) The Standard Bank of South Africa Limited ceases to quote Prime Rate, ABSA Bank Limited or, if (and for so long as) neither such bank quotes Prime Rate, a registered South African bank designated in writing from time to time by the Majority Pref Holders which quotes a Prime Rate;
- 41.1.50      **"Shares"**      - means collectively, the Ordinary Shares and the Preference Shares;
- 41.1.51      **"Subscription Date"**      - means the "Implementation Date" as defined in the HoldCo Sale of Shares Agreement;

- 41.1.52      **"Trigger Events"**      - means the events recorded hereunder, and a Trigger Event will irrevocably be deemed to have occurred on the occurrence of any such event:
- 41.1.52.1      if BEECo is placed into liquidation (or sequestration), or judicial management, whether provisionally or finally and whether voluntarily or compulsorily, other than a voluntary liquidation (or sequestration) in the course of the *bona fide* reorganisation or restructuring of BEECo; and/or
- 41.1.52.2      if BEECo makes, or attempts to make, or recommends, any general offer of compromise with its creditors; and/or
- 41.1.52.3      if BEECo or any creditor or shareholder of it, gives notice of, or takes steps to convene a meeting of its shareholders (or beneficiaries) to adopt, a resolution placing it in liquidation (or sequestration) or under judicial management, whether provisionally or finally and whether voluntarily or compulsorily, other than a voluntary liquidation (or sequestration) in the course of the *bona fide* reorganisation or restructuring of BEECo; and/or
- 41.1.52.4      if any of the assets of BEECo having an aggregate Market Value equal to or exceeding R10 million, are

subjected to judicial attachment and BEECo fails to procure the release of such assets from attachment within 30 Business Days of such attachment except that if BEECo provides evidence on an ongoing basis to the reasonable satisfaction of the Majority Pref Holders that steps have been initiated within 21 Business Days of such attachment to appeal, review or rescind the attachment order and to procure the suspension of the attachment and that such steps are being expeditiously pursued, the period of 30 Business Days shall run from the date the attachment order becomes final, or the attempt to procure suspension of the attachment fails; and/or

41.1.52.5

if a court judgement or arbitration award in an amount equal to or exceeding R5 million, is given or made against BEECo, which is not satisfied within 30 Business Days of it coming to the notice of such Relevant Party, except that if BEECo provides evidence on an ongoing basis to the reasonable satisfaction of the Majority Pref Holders that steps have been initiated within 21 Business Days of such court judgement or arbitration award to appeal, review or rescind same and that such steps are being expeditiously pursued, the period of 30 Business Days shall run

41.1.52.6

from the date the court judgement or arbitration award becomes final, or the attempt to appeal, review or rescind same fails; and/or

if BEECo breaches any obligation assumed by it, or any warranty, representation or undertaking given by it, in terms of any Media24 Empowerment Transaction Document to which it is a party, which obligation, warranty, representation or undertaking is, or in terms of such Media24 Empowerment Transaction Document is deemed to be, material, or breaches any of the Articles which contain or deal with any of the matters contemplated in clauses 5, 6, 7 and 8 of the BEECo Preference Share Subscription Agreement, in any manner whatsoever and BEECo fails to remedy the relevant breach within 10 Business Days of receipt of a written notice by BEECo from the Majority Pref Holders demanding that such breach be so remedied. For the avoidance of doubt, this shall include, but not be limited to, any unremedied failure by BEECo timeously to declare and pay any Pref Dividend (or part thereof) which it is required to declare and pay pursuant to this article 41 (and in respect of which Pref Dividend, the Pref Holders have not waived their right to payment, in terms of article 41.3) or to pay any

Pref Redemption Price on the due date therefor; and/or

41.1.52.7

if any Material Adverse Change occurs in relation to BEECo and such Material Adverse Change is not remedied within a period of 10 Business Days from the date of receipt by BEECo of a written notice from the Majority Pref Holders advising it that a Material Adverse Change has occurred; and/or

41.1.52.8

if BEECo repudiates any Media24 Empowerment Transaction Document to which it is a party (provided that this Trigger Event shall not apply where such repudiation also results in a Trigger Event under article 41.1.52.6); and/or

41.1.52.9

if at any time, it is or becomes, unlawful for BEECo to perform or comply with all or any of its obligations under any Media24 Empowerment Transaction Document to which it is a party, which obligations, are, or in terms of such Media24 Empowerment Transaction Document are deemed to be, material, or any such obligations (so being or deemed to be material) are not, or cease to be, legal, valid, binding and/or enforceable; and/or

41.1.52.10

if BEECo receives any notice of any proceedings at the instance of, or

before, any court of law, Governmental or quasi-Governmental authority, having jurisdiction over it and/or its assets, which proceedings involve or are intended to result in BEECo being or becoming obliged to Dispose of any of its assets having a value (individually or collectively) equal to or exceeding R100 000, including but not limited to any of the BEECo – HoldCo Shares; and

41.1.53 **“Valuer”**

- means an independent investment bank agreed to in writing between BEECo and the Majority Pref Holders, and failing such agreement within 7 Business Days of either of such Parties calling on the other so to agree, an independent investment bank with experience in the media industry, or other appropriate experts nominated by the President for the time being of the Law Society of the Cape of Good Hope or its successor-in-title in the Western Cape, whose nomination shall be final and binding on BEECo and the Pref Holders.

41.2 The Preference Shares shall confer upon the Pref Holders the right to receive out of the profits of BEECo available for distribution, in priority to any payment in respect of any other class of shares in the capital of BEECo then issued (save only for the ordinary dividend, if any, permitted to be paid to the ordinary shareholders under article 41.4.1.4), Pref Dividends, which shall be declared and payable on the dates and in the amounts set out in this article 41, including without limitation the provisions of articles 41.3 to 41.8 and 41.20 and 41.21 hereof.

- 41.3 Notwithstanding anything to the contrary contained herein, each of the Pref Holders is entitled, at any time, on written notice to BEECo, to waive its right(s) to the payment (in full or in part) of any Pref Accumulated Dividends, Pref Arrear Dividends and/or Pref Additional Dividends in respect of its Preference Shares.
- 41.4 Save as expressly provided otherwise in this article 41, unless the Majority Pref Holders in their sole discretion otherwise permit in writing (whether generally or in respect of specific payments or distributions), the order of priority of payments by BEECo shall be:
- 41.4.1 subject to article 41.4.2 below, BEECo shall apply all cash Distributions and Other Cash Income received by it in any particular Pref Dividend Period and any other cash or Other Cash Income available to it (including, to the extent permitted, funds in the Collection Account) (together "**Available Funds**"), as follows:
- 41.4.1.1 first, BEECo shall pay or provide (as applicable) a reasonable amount (subject to article 41.7 below), as determined by the Majority Pref Holders from time to time, but not exceeding, without the Majority Pref Holders' consent, R50 000 per annum (escalating on each anniversary of the Subscription Date of the Initial Preference Shares at the change in CPIX for such annual period), as may from time to time be required by BEECo to provide for or to pay the costs, including any income tax and/or capital gains tax and/or any other statutory costs payable by BEECo, and expenses incurred, or to be incurred, by BEECo in the course of (i) the day-to-day management and administration of BEECo and (ii) implementing the provisions of the Media24 Empowerment Transaction Documents to which BEECo is a party (which costs and liabilities shall, for the avoidance of doubt be discharged as and when they fall due for payment and BEECo shall not be limited to making such payments on a Pref Dividend Date);
- 41.4.1.2 second, (to the extent that any Available Funds remain after payment or retention of the amounts in terms of article 41.4.1.1) on each Pref Dividend Date, BEECo shall (subject to article 41.7 below)

declare (to the extent that such declaration was not previously made) and pay to the Pref Holder, any Pref Additional Dividend/s (or such part thereof as it is so able) which arises in respect of the Pref Dividend Period which ends on the day immediately prior to the Pref Dividend Date;

41.4.1.3 third, (to the extent that any Available Funds remain after payment or retention of the amounts in terms of articles 41.4.1.1 and 41.4.1.2) on each Pref Dividend Date, BEECo shall (subject to article 41.7 below) declare (to the extent that such declaration was not previously made) and pay to the Pref Holder, any Pref Arrear Dividend/s (or such part thereof as it is so able) which may have arisen prior to such Pref Dividend Date (subject to article 41.3);

41.4.1.4 fourth, in respect of any cash Distribution (and only such cash Distributions) received in the Pref Dividend Period to which this priority of payments applies which remain after payment or retention of the amounts in articles 41.4.1.1 to 41.4.1.3 above ("**Available New Funds**") and, for the avoidance of doubt, such amounts exclude the Collection Account Excess and Special Dividend Excess (as defined in articles 41.4.1.8 and 41.4.2 below) and any other Available Funds, unless the Majority Pref Holder directs otherwise in writing in its sole discretion (which direction it may give generally or specifically in respect of any Pref Dividend Date or period or periods of time as it may see fit), BEECo shall deposit to or set aside in the Collection Account an amount equal to 20% (or such lesser or greater percentage as the Majority Pref Holders may permit in writing from time to time) of the Available New Funds (which amounts shall be the "**Ordinary Dividend Reserve**") and BEECo shall thereafter, to the extent lawfully able to do so, annually on such date as the Majority Pref Holders may from time to time agree, declare and pay a dividend to the holders of ordinary shares in the amount of the Ordinary Dividend Reserve (as then constituted). For the avoidance of doubt, the Ordinary Dividend Reserve shall not be available or applied for any other purpose);

- 41.4.1.5 fifth, (to the extent that any Available Funds remain after payment or retention of the amounts in terms of articles 41.4.1.1 to 41.4.1.4 above) on each Pref Dividend Date, BEECo shall (subject to article 41.7 below) declare and pay to the Pref Holder the Pref Ordinary Dividends (or such part thereof as it is so able) due and payable on such Pref Dividend Date;
- 41.4.1.6 sixth, (to the extent that any Available Funds remain after payment or retention of the amounts in terms of articles 41.4.1.1 to 41.4.1.5 above) on each Pref Dividend Date, BEECo shall (subject to article 41.7 below) declare and pay to the Pref Holder the Pref Ordinary Dividends (or such part thereof as it is so able) due and payable on such Pref Dividend Date;
- 41.4.1.7 seventh, on each Pref Dividend Date which is also a Pref Redemption Date, pay the Pref Redemption Price (or such part thereof as remains outstanding) to the relevant Pref Holder, provided that the Pref Holder may elect, on written notice to BEECo, to receive a Pref Redemption Price in an amount which may be less than the amount of the Pref Redemption Price which is outstanding at the Pref Redemption Date as set out in the Pref Holders' written notice to BEECo. For the avoidance of doubt, the fact that the amounts in articles 41.4.1.1 to 41.4.1.6 are required to be paid before the payment of the Pref Redemption Price, and that the Available Funds remaining thereafter may be insufficient to pay the Pref Redemption Price (whether in part or in full), shall in no way limit BEECo's obligation to redeem the relevant Preference Shares and to pay the Pref Redemption Price in full on such Pref Redemption Date (subject to article 41.3); and
- 41.4.1.8 finally, on each Pref Dividend Date, should any Available Funds remain after payment or retention of the amounts in articles 41.4.1.1 to 41.4.1.7 above, BEECo shall deposit such remaining Available Funds into the Collection Account (to the extent not already in this account) or retain in the Collection Account ("**Collection Account Excess**") (subject to the mandate provisions operative in respect of such account); provided that BEECo shall (i) prior to the 1<sup>st</sup> day

following the 3<sup>rd</sup> anniversary of the Issue Date of the Initial Preference Shares, utilise the Collection Account Excess on each subsequent Pref Dividend Date *mutatis mutandis* in accordance with the order of priority of payments set out in articles 41.4.1.1 to 41.4.1.7 but excluding article 41.4.1.4 (with the Collection Account Excess being utilised before any other Available Funds are utilised), and (subject to article 41.9) solely for such permitted purposes, with any amount still remaining thereafter being retained in the Collection Account as a Collection Account Excess, and (ii) be obliged, following the 1<sup>st</sup> day after the 3<sup>rd</sup> anniversary of the Issue Date of any Preference Share, to utilise the Collection Account Excess to redeem, in accordance with the provisions of this article 41, such number of Preference Shares in issue to the maximum extent possible (BEECo not having an election, but subject to the provisions of the Act and this article 41 (including article 41.11), being obliged to do so);

41.4.2 should BEECo receive any special dividends or cash Distributions from HoldCo or from any other company in respect of the BEECo – HoldCo Shares ("**the Declaring Company**") during the Funding Period (being any cash dividend or Distribution (A) that is declared and characterised by the Declaring Company as a "special dividend" or "special distribution" for the purposes of this article 41.4.2, and/or (B) is declared in addition to any interim and/or final dividends otherwise declared by the Declaring Company during a particular financial year (and which, for the avoidance of doubt, includes, but is not limited to, (a) any payments made by the Declaring Company to BEECo in terms of section 90 of the Act, and (b) any receipts, of whatsoever nature, by BEECo in its capacity as a shareholder of the Declaring Company to the exclusion of any other such shareholder/s of the Declaring Company), such special dividends or Distributions shall be used on the succeeding Pref Dividend Date to pay any and all Pref Additional Dividends, Pref Arrear Dividends, Pref Accumulated Dividends and Pref Ordinary Dividends (in that order) which arise or have arisen on or prior to such Pref Dividend Date (subject to article 41.3) and any amount (if any) remaining thereafter shall be placed into the Collection Account ("**Special Dividend Excess**") (subject to the

mandate provisions operative in respect of such account); provided that BEECo shall (i) prior to the 1<sup>st</sup> day following the 3<sup>rd</sup> anniversary of the Issue Date of the Initial Preference Shares, (subject to article 41.4.3) utilise such Special Dividend Excess solely to, on any succeeding Pref Dividend Date, declare and pay any Pref Additional Dividends, Pref Arrear Dividends, Pref Accumulated Dividends and Pref Ordinary Dividends (in this order) which may arise or be liable to be declared and paid on such succeeding Pref Dividend Date (or such part thereof as it is so able, subject to article 41.3), with any balance remaining being retained in the Collection Account as a Special Dividend Excess, and (ii) be obliged, following the 1<sup>st</sup> day after the 3<sup>rd</sup> anniversary of the Issue Date of any Preference Share, to utilise any such Special Dividend Excess to redeem, in accordance with the provisions of this article 41, such number of Preference Shares in issue to the maximum extent possible (BEECo not having an election, but subject to the provisions of the Act and this article 41 (including article 41.11), being obliged to do so);

41.4.3 notwithstanding article 41.4.2(i), with the prior written consent of the Majority Pref Holders, the Special Dividend Excess (or such part thereof as the Majority Pref Holders may permit) may be used by BEECo prior to the 1<sup>st</sup> day following the 3<sup>rd</sup> anniversary of the Issue Date of the Initial Preference Shares to voluntarily redeem Preference Shares pursuant to, and in accordance with, article 41.9 (read with, and subject to article 41.11);

41.4.4 in respect of any amounts which are required to be retained or paid pursuant to this article 41.3 or otherwise under this article 41 which rank *pari passu* as to order of payment, if there are insufficient funds available (or permitted to be applied) to retain or pay all such *pari passu* amounts, then the amount(s) which arose earliest in time shall be paid in priority to later amounts and, should there be a shortfall in respect of any amounts which arose at the same time, such amounts shall be paid *pro rata* as between them.

41.5 If, on any Pref Dividend Date:

41.5.1 any Pref Additional Dividend (or part thereof) is required to be declared and paid pursuant to article 41.6 (read with 41.3) and is, for any reason whatsoever, including that the Available Funds are insufficient or are not permitted to be applied for such purpose, not declared and paid on that Pref Dividend Date, such Pref Additional Dividend (or part thereof) shall on and from such date be classified as a Pref Arrear Dividend for all purposes, including (without limitation) this article 41.5 and articles 41.3 and 41.6;

41.5.2 any Pref Arrear Dividend (or part thereof) is, for any reason whatsoever, including that the Available Funds are insufficient or are not permitted to be applied for such purpose, not declared and paid on that Pref Dividend Date, such Pref Arrear Dividend (subject to article 41.3) shall remain a Pref Arrear Dividend for all purposes, including (without limitation) this article 41.5 and articles 41.3 and 41.6;

41.5.3 any Pref Accumulated Dividend (or part thereof) and/or any Pref Ordinary Dividend (or part thereof) is required to be declared and paid on that Pref Dividend Date pursuant to article 41.3 or otherwise under this article 41, and for any reason such Pref Accumulated Dividend (or part thereof) and/or Pref Ordinary Dividend (or part thereof) is not declared and paid (subject to article 41.3), such Pref Accumulated Dividend (or part thereof) and/or Pref Ordinary Dividend (or part thereof), as the case may be, shall on and from such date be classified as a Pref Arrear Dividend for all purposes, including (without limitation) this article 41.5 and articles 41.3 and 41.6;

41.5.4 any Pref Accumulated Dividend (or part thereof) is not required to be declared and/or paid on that Pref Dividend Date pursuant to article 41.3 or otherwise under this article 41, such Pref Accumulated Dividend (or part thereof) shall continue to be classified as a Pref Accumulated Dividend for all purposes, including (without limitation) this article 41.5 and articles 41.3 and 41.6;

41.5.5 the relevant Pref Ordinary Dividend (or part thereof) is not required to be declared and/or paid on that Pref Dividend Date pursuant to article 41.3

or otherwise under this article 41, such Pref Accumulated Dividend (or part thereof) shall on and from such date be classified as a Pref Accumulated Dividend for all purposes, including (without limitation) this article 41.5 and articles 41.3 and 41.6.

41.6 Notwithstanding anything to the contrary contained in this article 41, if:

41.6.1 on any Pref Dividend Date between the Issue Date of a Preference Share and the Pref Redemption Date thereof, there is any Pref Arrear Dividend, then for so long as such Pref Arrear Dividend (i) remains undeclared and/or (ii) unpaid to any extent (subject to article 41.3), the Pref Holder shall be entitled to a Pref Additional Dividend calculated on the amount of such Pref Arrear Dividend at the Arrear Rate, compounded monthly in arrear with effect from that Pref Dividend Date up to and excluding the date of payment of that Pref Arrear Dividend, or if not declared or paid, the Pref Redemption Date, and the Pref Additional Dividend shall then be declared and paid on the first Pref Dividend Date after the aforesaid dates (as applicable). If, and to the extent that, the Pref Additional Dividend is not declared and/or paid on such succeeding Pref Dividend Date, the provisions of article 41.5.1 shall apply; and/or

41.6.2 on or after the Pref Redemption Date, there is any Pref Arrear Dividend then, for so long as such Pref Arrear Dividend (i) remains undeclared and/or (ii) unpaid to any extent (subject to article 41.3), notwithstanding that the Preference Share may have been redeemed, the Pref Holder shall continue *mutatis mutandis* to be entitled to a Pref Additional Dividend calculated and payable *mutatis mutandis* in accordance with article 41.6.1; and/or

41.6.3 on the Pref Redemption Date, any Preference Share is not redeemed in full in circumstances where BEECo is obliged to redeem such Preference Share in full (subject to article 41.4.1.7), then, for so long as such Preference Share is not redeemed in full, the Pref Holder shall be entitled to a Pref Additional Dividend which shall be calculated on the Pref Issue Price in respect of that unredeemed Preference Share (or part thereof which is not redeemed from time to time), at the Arrear Rate, compounded monthly in arrear with effect from the Pref Redemption Date

up to and including the date of actual redemption in full of such Preference Share, and the Pref Additional Dividend shall then be declared and paid on the date on which the Preference Share is actually redeemed in full (subject to article 41.3). If, and to the extent that, the Pref Additional Dividend is not declared and/or paid on such redemption date, the provisions of articles 41.5.1 and 41.6.2 shall apply.

- 41.7 In the event that BEECo receives any Distribution or Other Income which is *in specie* (ie a Distribution or Other Income which is not in cash, "**the In Specie Distribution**"), then notwithstanding the provisions of article 41.3 above, BEECo shall be obliged to declare as a dividend and to transfer to the Pref Holders such portion of the In Specie Distribution, the Market Value of which equals a corresponding quantum of the total of (i) any Pref Ordinary Dividend then required to be paid to the Pref Holders in terms of this article 41, and (ii) any Pref Arrear Dividends, Pref Accumulated Dividends and Pref Additional Dividends in existence (subject to article 41.3) ("**the BEECo Indebtedness**"), in discharge of such BEECo Indebtedness to the maximum extent possible. If the In Specie Dividend is not divisible, or such divisible parts thereof exceed the BEECo Indebtedness, at the written election of the Majority Pref Holders, BEECo shall either (a) transfer the In Specie Distribution to the Pref Holders in discharge of the BEECo Indebtedness (but subject to a right in favour of BEECo for the surplus value as provided for in article 41.8) or (b) retain such In Specie Distribution until such time as it can be applied in accordance with the provisions of this article 41.
- 41.8 Any excess on the assumption by the Pref Holder (in accordance with the provisions of article 41.7) of the In Specie Distribution over the BEECo Indebtedness, shall be paid by the Pref Holder to BEECo, who shall be obliged to place same into the Collection Account (subject to the mandate provisions operative in respect of such account) and which funds shall thereafter form part of and be applied *mutatis mutandis* as a Collection Account Excess under article 41.4.1.8.
- 41.9 Subject to the limitation on voluntary redemption set out in article 41.11, and subject to the provisions of the Companies Act, and in terms of sections 98(1) and/or 98(2) thereof, as the case may be, all or any number of the Preference Shares may be redeemed at the instance of BEECo at any time or times

provided that it may lawfully do so at such time, and (unless the Pref Holder elects otherwise under article 41.18) provided that BEECo has sufficient cash available to do so. Such redemption may be effected on any date, in BEECo's sole discretion, which BEECo, on the provision of a written notice to the Pref Holder recording such date, elects to redeem such Preference Share as is recorded in such written notice, provided that such written notice is received by the Pref Holder not less than 10 Business Days and not more than 30 Business Days prior to such Pref Redemption Date. Notwithstanding anything to the contrary herein, unless the Pref Holder otherwise consents in writing, BEECo shall not be entitled to redeem any Preference Share pursuant to this article 41.9 unless, at the intended Pref Redemption Date, all Pref Dividends which are due on or which have accumulated up to and including such Pref Redemption Date in respect of that Preference Share (whether or not such Pref Dividends are or will be due or otherwise required to be declared or paid on such date) are declared and paid (subject to article 41.3).

41.10 If the number of Preference Shares in issue is equal to or less than the Pref Threshold, then, without derogating from BEECo's obligation to redeem any Preference Shares which thereafter are required to be redeemed and to pay promptly the Pref Redemption Price thereof, and provided that all Pref Dividends (including any Pref Accumulated Dividends) have been declared and paid in full (subject to article 41.3):

41.10.1 the provisions of article 41.4 shall no longer apply, including the limitations relating to the Collection Account Excess and Special Dividend Excess; and

Deleted: 41.3

41.10.2 no further Pref Dividend shall accrue to the Pref Holders.

41.11 Notwithstanding anything to the contrary herein, BEECo shall not, without the prior written consent of the Majority Pref Holders, given in their sole discretion, (a) be entitled to redeem any Preference Shares pursuant to article 41.9 and/or article 41.22.2 (or elsewhere in these articles, if applicable) or (b) be obliged or permitted to redeem any Preference Shares pursuant to any of the other articles hereof (including, for the avoidance of doubt, article 41.3), and shall not so redeem any such Preference Shares, where the effect

of such redemption would be to reduce the aggregate number of Preference Shares in issue to less than the Pref Threshold.

41.12 BEECo shall redeem each Preference Share in issue on the Pref Redemption Date applicable thereto (BEECo not having an election, but subject to the provisions of the Act and these articles, being obliged to do so), in cash against the tender of delivery to BEECo of the share certificates in respect of the Preference Shares being redeemed, at the Pref Redemption Price per Preference Share, which shall be paid on the Pref Redemption Date. The Pref Redemption Price per Preference Share shall be an amount equal to the sum of:

41.12.1 the Pref Issue Price paid up on such Preference Share; and

41.12.2 the Pref Ordinary Dividend in respect of such Preference Share (whether declared or not) due for declaration and payment on the Pref Redemption Date, but which cannot then lawfully be declared (if not yet declared) and paid; and

41.12.3 subject to article 41.3, all Pref Accumulated Dividends in respect of such Preference Share (whether declared or not), but which cannot then lawfully be declared (if not yet declared) and paid; and

41.12.4 subject to article 41.3, all Pref Arrear Dividends in respect of such Preference Share (whether declared or not), but which cannot then lawfully be declared (if not yet declared) and paid;

41.12.5 subject to article 41.3, all Pref Additional Dividends in respect of such Preference Share (whether declared or not), but which cannot then lawfully be declared (if not yet declared) and paid,

less all Distributions received by the Pref Holder in respect of such Preference Share in terms of article 41.16 below, in the circumstances contemplated in article 41.16, subject to article 41.4.1.7. Nothing in this article 41.12 shall limit, or be construed as limiting, BEECo's obligation to declare and pay, to the maximum extent lawfully possible, all Pref Dividends (including, for the avoidance of doubt, any Pref Accumulated Dividends, Pref Arrear Dividends or Pref Additional Dividends) which have accumulated until, or are due on, the

Pref Redemption Date in respect of any Preference Share which is to be redeemed on such date, subject to article 41.3.

41.13 In the event that BEECo, by reason of not having the required profits or other required funds contemplated in section 98 of the Act, is unable on the Pref Redemption Date of a Preference Share, to effect payment to the Pref Holder of the full Pref Redemption Price owing to the Pref Holder in respect of such Preference Share, subject to articles 41.3 and 41.4.1.7 (which shall otherwise be a breach of these terms), should the Pref Holder so elect on written notice to BEECo on or before the Pref Redemption Date of such Preference Share, the due date for redemption of such Preference Share ("**Delayed Redemption Preference Share**") shall, notwithstanding anything to the contrary contained or implied in the BEECo Preference Share Subscription Agreement, in this article 41 and/or the Articles be extended until the earlier of ("**the Extended Redemption Date**"):

41.13.1 the date on which BEECo has the profits or other funds required and lawfully available for such purpose to be able to effect payment to the Pref Holder of the full Pref Redemption Price (as then determined) owing to the Pref Holder in respect of such Delayed Redemption Preference Share, as contemplated in section 98 of the Act; and

41.13.2 any date which the Pref Holder, on further written notice to BEECo, stipulates as constituting such Extended Redemption Date,

provided that if on such Extended Redemption Date, BEECo does not have the profits or funds required to be able to effect payment to the Pref Holder of the full Pref Redemption Price (as then determined) owing to the Pref Holder in respect of such Delayed Redemption Preference Share (subject to articles 41.3 and 41.4.1.7), as contemplated in section 98 of the Act, the Pref Holder shall have the right on written notice to BEECo, received by BEECo not later than the Extended Redemption Date of such Delayed Redemption Preference Share, to further extend the Extended Redemption Date of such Delayed Redemption Preference Share, *mutatis mutandis* in accordance with the provisions of article 41.13.

41.14 In the circumstances contemplated in article 41.13 above, every reference in the BEECo Preference Share Subscription Agreement, this article 41 and the

Articles, to the Pref Redemption Date, shall, in relation to the relevant Delayed Redemption Preference Shares, be deemed to constitute a reference to the Extended Redemption Date and, in relation to each Delayed Redemption Preference Share, every obligation of BEECo due for performance on the Pref Redemption Date, shall be due for performance by BEECo on the Extended Redemption Date and, for the avoidance of doubt, the Pref Redemption Price shall accordingly be determined as at such Extended Redemption Date (subject to articles 41.3 and 41.4.1.7) in accordance with article 41.12.

- 41.15 For the sake of clarity, it is recorded that the provisions of articles 41.13 and 41.14 above shall not apply to any Preference Shares other than the Delayed Redemption Preference Shares, and therefore nothing contained in articles 41.13 and 41.14 above shall defer to the Extended Redemption Date, the due date for redemption of any Preference Shares in respect of which BEECo, as at the Pref Redemption Date, has the required profits and/or funds contemplated in section 98 of the Act, nor the due date for payment to the Pref Holder of the full Pref Redemption Price owing to the Pref Holder in respect of such Preference Shares.
- 41.16 In the event that BEECo, by reason of not having the required funds or profits contemplated in section 98 of the Act, is unable, on the Pref Redemption Date of a Preference Share, to effect payment to the Pref Holder of those components of the Pref Redemption Price of a Preference Share as referred to in articles 41.12.2 to 41.12.5 above, ("**the Outstanding Redemption Price Components**"), then should the Pref Holder so elect (with the consent of the Majority Pref Holders) on written notice to BEECo (and subject always to the provisions of the Act), BEECo shall be obliged, on the Pref Redemption Date, and immediately prior to the redemption of such Preference Share, to either (i) repurchase from the Pref Holder such Preference Share at an aggregate purchase price equivalent to the Outstanding Redemption Price Component together with the Pref Issue Price referred to in article 41.12.1 above, or (ii) effect payment of a cash Distribution to the Pref Holder in terms of section 90 of the Act (by way of a reduction of capital), in respect of such Preference Share, in an amount equal to the Outstanding Redemption Price Component, and (with the consent of the Majority Pref Holders and under their direction) shall for the purpose of effecting such Distribution, realise such

of its assets including the BEECo – HoldCo Shares as may be required for such purpose. In the event that the proceeds of realisation of all such assets are less than the Outstanding Redemption Price Component, then such total proceeds (less an amount equal to any liability for Income Tax and/or capital gains tax and/or secondary tax on companies for which BEECo may become liable in relation to such realisation and Distribution), shall be paid by BEECo to the Pref Holder as a cash Distribution in terms of section 90 of the Act (by way of a reduction of capital), in respect of such Preference Share. If the Pref Holder elects (and with the consent of the Majority Pref Holders) the repurchase price, or cash Distribution, referred to herein may be made not in cash but in specie *mutatis mutandis* pursuant to article 41.18.

- 41.17 Unless agreed otherwise in writing with a Pref Holder, and subject to articles 41.7 and 41.18, all amounts payable by BEECo to a Pref Holder in respect of its Preference Shares, including any Pref Dividend and the Pref Redemption Price, shall be payable by BEECo in cash, net of exchange and costs, and without set off, deduction or withholding of any nature.
- 41.18 To the extent lawfully permitted to do so, at the election of a Pref Holder and with the consent of the Majority Pref Holders, BEECo shall discharge the Pref Redemption Price (or any part thereof elected by such shareholder) and/or shall pay all Pref Dividends and other amounts due to such Pref Holder, subject to articles 41.3 and 41.4.1.7, on or after the Pref Redemption Date (or any part thereof elected by such shareholder) *in specie* by delivering to the Pref Holder HoldCo Shares (or other property as may be identified by the Majority Pref Holders and agreed to by the Pref Holder) such that the aggregate Market Value of such HoldCo Shares (or other property) equals the aggregate of the Pref Redemption Price, Pref Dividends and other amounts (if any) payable to such Pref Holder, as the case may be, (or part thereof) thus elected by the Pref Holder.
- 41.19 The share premium account of BEECo shall be applied by BEECo in providing for any premium owing on redemption of any Preference Share, to the maximum extent possible.
- 41.20 The Preference Shares shall confer on the Pref Holder the right, on a deregistration, winding up or judicial management of BEECo (whether

provisional or final), in priority to any payment in respect of any other class of shares in the capital of BEECo then issued, including but not limited to the ordinary shares, to the payment of:

- 41.20.1 subject to article 41.4.1.7, the Pref Redemption Price; and
- 41.20.2 subject to article 41.3, any Pref Dividend (whether or not then due or required to be declared and paid); and
- 41.20.3 per Preference Share, to 0,1% of the balance of the assets or property available for distribution, divided by the maximum aggregate in number of all Preference Shares issued at any time (whether or not redeemed);

calculated to and including the date of final payment thereof, increased or decreased, where and when applicable, in accordance with the provisions of this article 41.

41.21 Should, during the Funding Period:

41.21.1 there be any change in:

41.21.1.1 any present or future law, rule, regulation, directive or practice applicable to the holders of preference shares generally; or

41.21.1.2 the interpretation or administration of any present or future law, rule, regulation, directive or practice (whether or not having the force of law, but which is complied with as practice by the holders of preference shares generally) by any relevant fiscal, monetary or other authority; or

41.21.1.3 the rates, method of collection, or calculation, or the nature of any tax applicable to the holders of preference shares; or

41.21.2 any tax, penalties or interest, be imposed on the Pref Holder as a result of any disallowance, or reversal, or reduction by the Commissioner for the South African Revenue Service or other Taxing authority, of any allowances or deductions claimed by the Pref Holder in respect of or arising from the Pref Holder's holding of the Preference Shares, including any redemption or repurchase thereof and any dividend or Distribution received or accrued in respect thereof, which disallowance, or reversal,

or reduction did not arise by reason of any negligent act or omission on the part of the Pref Holder (including any failure by the Pref Holder to file any tax return timeously and including the Pref Holder incorrectly reflecting in any tax return filed by it any Pref Dividend, or the Pref Redemption Price of any Preference Share (or any part of such Pref Redemption Price), as being taxable) and which tax, penalties or interest were not taken into account in determining the Initial Net After Tax Return; or

41.21.3 the Pref Holder becomes subject to, any tax, duty, impost or other charge in respect of, or arising from, its holding of the Preference Shares, including but not limited to the redemption thereof and any dividend or Distribution received or accrued in respect thereof, which was not taken into account in determining the Initial Net After Tax Return, including but not limited to income tax, secondary tax on companies and capital gains tax (and it is expressly recorded that no such tax was taken into account in determining the Initial Net After Tax Return); or

41.21.4 any new law, rule, regulation or practice applicable to the holders of preference shares generally, be promulgated, given or adopted,

which has or will have the effect of reducing the overall net after tax return to be received by the Pref Holder on the Preference Shares held by it, to below the Initial Net After Tax Return, then the Pref Holder may, upon written notice to BEECo (the "**Holder Adjustment Notice**"), require that the rate or amount of the Pref Dividend be increased, with effect from the date upon which the net after tax return received or to be received by the Pref Holder on the Preference Shares held by it is so reduced, to such rate or amount as will afford the Pref Holder the same overall net after tax return as the Initial Net After Tax Return.

41.22 In the circumstances contemplated in article 41.21 above, BEECo shall at its election, either:

41.22.1 within 14 Business Days after having received any Holder Adjustment Notice, by written notice to the Pref Holder, increase the rate of the Pref Dividend (or pay the additional amount, as applicable) on the Preference Shares in accordance with the Holder Adjustment Notice; or

- 41.22.2 (subject to article 41.11 and the first sentence of this article) within 30 Business Days after having received any Holder Adjustment Notice, by written notice to the Pref Holder, redeem all of the Preference Shares then in issue to which such Holder Adjustment Notice applies, provided that in such circumstances the Pref Redemption Price of such Preference Shares shall be increased by such amount as will yield the same overall net after tax return on the Preference Shares so redeemed held by the Pref Holder, as the Initial Net After Tax Return on such Preference Shares, calculated from the effective date of any reduction in the overall net after tax return on such Preference Shares, to the date of payment of such increased Pref Redemption Price by BEECo; provided further that BEECo will be deemed to have elected to increase the rate of the Pref Dividend in terms of article 41.22.1 above should it fail to make any election in terms of this article 41.22.2 within the period prescribed therefore. Notwithstanding the generality of this provision, BEECo's right to redeem Preference Shares under this article 41.22.2 will be limited to such number of Preference Shares as will not, after the redemption, result in fewer Preference Shares remaining in issue than the Pref Threshold.
- 41.23 Should the Pref Holder give any Holder Adjustment Notice after redemption of the Preference Shares, the Pref Dividends owing from the date upon which the net after tax return received by the Pref Holder in respect of such Preference Shares has been reduced, to the date of redemption of such Preference Shares, shall be increased in accordance with the Holder Adjustment Notice, and BEECo shall be obliged, within 14 Business Days after having received such Holder Adjustment Notice, to pay to the Pref Holder the difference between the increased Pref Dividends so owing and the actual Pref Dividends paid during that period. To the extent lawfully permitted, any adjustment amount payable under this article 41.23 shall be effected by way of an appropriate amending increase to the relevant Pref Dividends or Pref Redemption Price, as the case may be, or by declaration and payment of a dividend to the former Pref Holder or, failing this, as a debt due and owing by BEECo to the former Pref Holder.
- 41.24 Should, during the Funding Period any of the event or circumstances contemplated in either or both of articles 41.21.1 and/or 41.21.4 occur (such

events constituting "**Relevant Events**" for the purposes of this article 41.24), which has or will have the effect of increasing the overall net after tax return to be received by the Pref Holder on the Preference Shares held by it, to above the Initial Net After Tax Return, then BEECo may, upon written notice to the Pref Holder (the "**BEECo Adjustment Notice**"), decrease the rate of the Pref Dividend, with effect from the later of (i) the date upon which the net after tax return received or to be received by that Pref Holder on the Preference Shares held by it is so increased or (ii) the date of delivery of the BEECo Adjustment Notice, to such rate as will afford the Pref Holder the same overall net after tax return as the Initial Net After Tax Return.

- 41.25 The Pref Holder's and BEECo's respective rights in terms of articles 41.21, 41.22, 41.23 and 41.24, above shall, in respect of each Preference Share, endure until the 3<sup>rd</sup> year succeeding the year in which the Pref Holder has been finally assessed in respect of the year of assessment corresponding to the year in which the relevant Preference Share was redeemed, and such rights shall continue notwithstanding any such redemption. For the purposes of this article 41.25, the term "finally assessed", shall include without limitation the final conclusion of any re-opening of any assessment in respect of any year during which such Preference Shares were in issue and any year in which any such Preference Shares were redeemed, whether pursuant to any available review or appeal process, or otherwise.
- 41.26 Save as otherwise set out in this article 41, the Preference Shares shall not entitle a Pref Holder to any participation in the profits or assets of BEECo or, on a deregistration or winding up, in any of the surplus assets of BEECo.
- 41.27 The Pref Holders shall all be entitled to receive notice of and to attend at every meeting (whether special or general) of BEECo, but shall not be entitled to vote at any such meeting by virtue only of its holding of the Preference Shares:
- 41.27.1 unless (and for so long as) any Pref Dividend, or any part thereof (whether declared or not), has not been declared or paid on the date on which such Pref Dividend is required to be declared and/or paid in respect of any one or more Preference Shares; and/or
- 41.27.2 unless (and for so long as) any Trigger Event has occurred; and/or

- 41.27.3 unless (and for so long as) any one or more of the Preference Shares have not been redeemed in full on the Pref Redemption Date and the aggregate Pref Redemption Price required to be paid on such redemption in terms of the provisions of article 41.12 above, is for whatsoever reason, not paid in full on the Pref Redemption Date to the relevant Pref Holder(s) (including by reason of BEECo not having the required profits contemplated in section 98 of the Act); and/or
- 41.27.4 except in regard to any resolution proposed in respect of any one or more of the following matters:
- 41.27.4.1 any matter which requires the approval or consent of the Pref Holders pursuant to the Act;
  - 41.27.4.2 any matter which directly or indirectly detrimentally affects any of the rights attaching to any of the Preference Shares;
  - 41.27.4.3 any matter which directly or indirectly affects the interests of a Pref Holder;
  - 41.27.4.4 any proposed amendment to the Articles;
  - 41.27.4.5 the winding up, or judicial management of BEECo, whether provisional or final, and whether voluntary or compulsorily, or to the deregistration of BEECo;
  - 41.27.4.6 the alteration, increase or reduction of BEECo's capital or share premium account, other than as expressly permitted or provided for in the BEECo Preference Share Subscription Agreement, this article 41 or the Articles;
  - 41.27.4.7 the acquisition by BEECo of any of its own shares or the shares of any of its subsidiaries or its holding company (and the terms "subsidiary" and "holding company" shall for the purposes of this article 41, bear the same meaning as that assigned to these terms in the Act), other than as expressly permitted or provided for in the BEECo Preference Share Subscription Agreement, this article 41 or the Articles;

- 41.27.4.8 the creation of any new shares in BEECo's share capital, or for the allotment and issue of any shares in its share capital other than as expressly permitted or provided for in the BEECo Preference Share Subscription Agreement as read with this article 41 and the Articles; and/or
- 41.27.4.9 the sale by BEECo of any of its assets or any part of its undertaking other than as expressly permitted or provided for in the BEECo Preference Share Subscription Agreement, this article 41 or in the Articles; and/or
- 41.27.4.10 for so long as the number of Preference Shares exceeds the Pref Threshold, the making of any cash payment or cash Distribution to the ordinary shareholders, other than pursuant to article 41.4.1.4; and/or
- 41.27.4.11 the making of any payment or Distribution to the ordinary shareholders in any form other than cash, including any *in specie* Distribution of any of BEECo's HoldCo Shares; and/or
- 41.27.4.12 for so long as the number of Preference Shares exceeds the Pref Threshold, the determination of any fees, emoluments, remuneration or other benefit payable to any employee, director or officer of, or consultant to BEECo; and/or
- 41.27.4.13 the appointment of any director of the company at the instance of Naspers (or its transferee pursuant to the Articles) or removal of any such director of the company; and/or
- 41.27.4.14 the removal of any director of the company pursuant to section 220 of the Act; and/or
- 41.27.4.15 any decision to do, or decline to do, anything or to approve, decline, propose or otherwise take any steps in respect of any event, which will or, in the reasonable opinion of the Majority Pref Holders may, result in a change in control of BEECo or in any direct or indirect breach by BEECo of any of the terms (including warranties and representations) of the Media24 Empowerment Transaction Documents;

41.27.4.16 the making of any disbursement or incurrence of any liability other than in the ordinary and regular course of BEECo's business,

upon which events and in respect of which matters the Pref Holders shall be entitled to attend and vote (and otherwise exercise their rights as shareholders) at and in respect of all meetings of BEECo. (For the avoidance of doubt, should any of the events in articles 41.27.1 to 41.27.3 arise in respect of any one Pref Holder, all Pref Holders shall be entitled to attend and vote at the relevant meetings of BEECo and not just that Pref Holder to which the event relates.)

41.28 At and in respect of any meeting or prospective meeting of BEECo at which the Pref Holder is or will be entitled to vote, the provisions of the Articles in relation to the calling of such meetings and the voting of ordinary shareholders of BEECo shall apply *mutatis mutandis* to the Pref Holder; provided that no resolution relating to any matter contemplated in articles 41.27.4.1 to 41.27.4.16 above (both such articles inclusive) shall be passed at any meeting of BEECo unless the Majority Pref Holders shall have voted in favour of such resolution. At any meeting at which the Pref Holder (or should there be more than one Pref Holder at such time, the Pref Holders) is/are entitled to vote, any one or more of the Pref Holder/s shall be entitled to demand that such vote be taken on a poll and, on a poll, shall be entitled to a vote for each Preference Share held by them equal to that portion of the total votes of the company which the nominal value of the Preference Share bears to the aggregate amount of all shares in issue by BEECo as required under section 195 of the Act. In respect of such matters, each ordinary share shall similarly entitle the holder thereof to a vote equal to that portion of the total votes of the company which the nominal value of the ordinary share bears to the aggregate nominal amount of all shares in issue.

41.29 An agenda of the matters to be discussed at any meeting of BEECo shall be given contemporaneously with the notice convening the meeting. If the agenda for the meeting is not so given in terms of this article 41.29, unless the Majority Pref Holders agree otherwise in writing, no meeting of BEECo may be held. Such agenda may not be changed, save with the agreement of the Majority Pref Holders, whether or not present at such meeting, and only matters recorded in such agenda may be discussed at such meeting.

- 41.30 Without derogating from the provisions of article 41.27 above:
- 41.30.1 the terms of the Preference Shares may not be modified, altered, varied, added to or abrogated;
  - 41.30.2 save as expressly provided in the BEECo Preference Share Subscription Agreement, this article 41 and the Articles, the share capital or stated capital of BEECo may not be reduced or varied in any way;
  - 41.30.3 the share premium account of BEECo shall only be utilised to redeem, to the maximum extent possible, Preference Shares in issue from time to time, in accordance with the provisions of this article 41, and/or to make a payment to the Pref Holder as contemplated in article 41.16 hereof; and
  - 41.30.4 no shares in the capital of BEECo regarding rights, dividends, or on a winding up regarding the return of capital, dividends and/or interest ranking in priority to, or *pari passu* with, the Preference Shares, shall be created or issued other than as expressly permitted or provided for in the BEECo Preference Share Subscription Agreement,
- without the prior written consent of the Majority Pref Holders or the prior sanction of a resolution passed at a separate class meeting of the holders of Preference Shares, in the same manner, *mutatis mutandis*, as a special resolution.
- 41.31 All notices to be given to a Pref Holder shall be sent to the Pref Holder, at the Pref Holder's address referred to in the BEECo Preference Share Subscription Agreement or any other address provided in writing by a Pref Holder to BEECo from time to time.
  - 41.32 The Pref Dividends and the Pref Redemption Price payable to a Pref Holder shall be paid into such bank account as may be nominated by the Pref Holder from time to time, on not less than 5 Business Days prior written notice to BEECo.
  - 41.33 Unless expressly otherwise stated, where any reference is made in these articles to the consent or agreement of, or election by, a Pref Holder or the Majority Pref Holders, such consent, agreement or election may, for the

avoidance of doubt, be made, given or withheld, conditionally or unconditionally, in the respective Pref Holder's or Majority Pref Holders' sole and absolute discretion.

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