SHAREHOLDING AGREEMENT AND CERTIFICATE OF INCORPORATION FOR THE FOX NEWS CORPORATION

1 Corporation Name and Details

1.1 The name of the Corporation is “The Fox News Corporation”.

1.2 The Corporation may also be referred to as “Fox News”.

1.3 The principal office of the Corporation is at Fox News House, s067, Reveille, Commonwealth of Redmont.

2 Ownership and Equity Distribution

2.1 The total number of shares the Corporation is authorised to issue is 100 shares of Class A Common Stock, with a par value of $1 per share.

2.2 Upon incorporation, all 100 authorised Class A Shares shall be issued to and held by jsrkiwi, constituting 100% of the voting control and equity of this Corporation.

2.3 No other shares or share classes may be created or issued except by a formal amendment to this Certificate.

2.4 Share transfers shall comply with the provisions set out in section 5 of this agreement.

2.5 Amendments to this certificate may be proposed by majority vote of the Board of Directors, and must approved by all Shareholders.

2.6 The incorporator is jsrkiwi.

3 Management and Decision-Making

3.1 The business and affairs of the Corporation shall be managed by a Board of Directors (see section 12).

3.2 Each Share carries one vote on all matters reserved to Shareholders under this Agreement, unless expressly stated otherwise.

3.3 A quorum exists when Shareholders holding not less than 50% of the voting power are present (in person or electronically). Abstentions shall count as votes cast for quorum purposes.

3.4 Any reserved matter (being any decision listed in section 13) requires the consent of all Shareholders.

3.5 Board resolutions shall be passed by a simple majority of Directors present at a quorate Board meeting, unless expressly stated otherwise.

3.6 Directors are obliged to act in good faith in what they honestly consider to be the best interests of the Company.

4 Roles and Responsibilities

4.1 The Board of Directors may appoint Executive Officers of the Corporation, with such responsibilities as may be determined by the Board of Directors.

4.2 Each Shareholder acknowledges that their role is not passive ownership only, but includes the duties listed in this clause and any further duties agreed in writing from time to time.

4.3 Each Shareholder shall use reasonable endeavours to contribute the labour, contacts, technical skill, capital, or other input they represented to the other Shareholders that they would provide, and shall do so honestly and without delay.

4.4 Shareholders acknowledge that certain Shareholders may be Executive Shareholders (actively working in the Company and drawing a wage) and certain Shareholders may be Non-Executive Shareholders (holding equity only).

4.5 Failure by any Shareholder to reasonably carry out their agreed role or contribution shall be a breach of this Agreement.

5 Transfer of Shares

5.1 No Shareholder may sell, transfer, assign, gift, pledge or otherwise dispose of any Share unless the Transfer complies with this clause.
5.2 If a Shareholder wishes to Transfer any Shares, they must first serve a written notice on the Board of Directors and the other Shareholders specifying the number of Shares and the proposed price per Share and all other material terms.
5.3 The remaining Shareholders shall have a right of first refusal to purchase all (and not part only) of such Shares at the same price and on the same terms as set out in the Sale Notice. The right of first refusal shall be exercised by written notice within 30 days of receipt of the Sale Notice.
5.4 If the remaining Shareholders do not exercise the right of first refusal in full, then (and only then) the Selling Shareholder may Transfer the Shares to a third party on terms no more favourable than those intimated in the Sale Notice, and within 60 days of expiry of the right of first refusal.
5.5 Any Transfer in breach of this clause is void.

6 Dividends and Distributions
6.1 Dividends shall only be declared out of distributable profits.
6.2 Dividends shall be declared by a Majority Vote of Shareholders, unless otherwise stated in this Agreement.
6.3 Distributions shall be paid pro rata to the number of Shares held on the record date, unless unanimously agreed otherwise in writing.
6.4 No Shareholder has any right to demand a dividend. Retained earnings may be held in the Company for growth, capital expenditure, or contingencies if so resolved by a Majority Vote of Shareholders.
6.5 No dividend shall be paid where such payment would result in the Company being unable to pay its debts as they fall due.

7 Dispute Resolution
7.1 Any dispute between Shareholders regarding the interpretation or operation of this Agreement shall first be referred to mediation. If mediation does not produce a written settlement within 30 days, the dispute shall then be referred to binding arbitration.
7.2 The award of the arbitrator shall be final and binding, save only for manifest error of law.
7.3 The parties agree that this Agreement shall prevail over any internal company bylaws, internal policies, or later-adopted resolutions, and that the Company shall not adopt any internal policy or bylaw inconsistent with this Agreement.
7.4 Arbitration under subsection 7.1 must be handled by Talion and Partners LLC, unless the Board of Directors decides otherwise.
7.5 The costs of arbitration under subsection 7.1 must be paid by the other party.
7.6 The Board of Directors may adopt bylaws for the management of the Corporation.

8 Exit Strategies
8.1 On the incapacity of a Shareholder, or their assets being “pruned” by the Government, their Shares shall be offered first to the remaining Shareholders at Fair Market Value. If the remaining Shareholders do not acquire them in full within 30 days, the Shares may then pass to the inheritor as defined by Law.
8.1 If Shareholders unanimously resolve to dissolve the Corporation, the Corporation must be liquidated under the Legal Entity Act.

9 Confidentiality and Non-Compete
9.1 Each Shareholder shall keep confidential all commercially sensitive information relating to the Company (including financial data, customer lists, business plans, pricing strategy, and trade

secrets) and shall not disclose such information to any third party, except where disclosure is required by law or where expressly authorised in writing by the Board.

9.2 Each Shareholder agrees that whilst they are a Shareholder, and for 3 months after they cease to be a Shareholder, they shall not (whether directly or indirectly) carry on, be engaged or concerned in, or interested in, any business which competes with the business of the Company within the Commonwealth of Redmont.

9.3 The above non-compete shall not apply to any passive holding of securities in a listed company; or any business expressly permitted in writing by a Majority Vote of Shareholders.

9.4 The Shareholders acknowledge that the restrictions in this clause go no further than is reasonably necessary to protect the Company's legitimate business interests, and are reasonable in duration, geography, and scope.

10 Financing Arrangements

10.1 The Corporation raise finance by debt issue or bank lending by majority vote of the Board of Directors.

10.2 The Corporation may not issue additional shares beyond those authorised for issue upon incorporation in subsection 2.1.

1.3 Any debt instrument issued to a Shareholder shall be on arm's length commercial terms and shall be subordinated to bank debt unless otherwise unanimously approved.

11 Parties

11.1 Upon incorporation, the incorporator and the Corporation are parties to this agreement.

11.2 Any person who later acquires Shares in the Corporation automatically becomes a Party to this agreement upon completion of the acquisition.

12 Board of Directors

12.1 The Board of Directors must not comprise more than 5 members.

12.2 The Board may make decisions by majority vote.

12.3 A quorum of the Board of Directors is not less than half of the Directors currently holding office.

12.4 The Board of Directors must hold a meeting at least quarterly.

12.5 The Chairman of the Board of Directors shall have discretion to call meetings of the Board.

12.6 The Board of Directors may adopt bylaws for the management of the Corporation.

12.7 Directors shall be proposed by the Board of Directors and confirmed by a shareholder resolution.

12.8 A Director continues in office until replaced or removed.

12.9 A Director may initiate a shareholder vote to remove another Director.

12.10 The removal of a Director under subsection 12.9 takes effect when a majority of shareholders vote for removal.

12.11 The sole incorporator is the sole Director of the initial Board of Directors.

13 Reserved Matters

13.1 Notwithstanding any other provision of this Agreement, the Company shall not take, authorise, or implement any of the matters listed in this clause unless all Shareholders unanimously approve in writing.

13.2 Reserved Matters include:

(i) altering the rights attached to any class of Shares

(ii) creating or issuing any new class of Shares

(iii) amending this Agreement

(iv) entering into any merger, consolidation, or scheme of arrangement

(v) winding up or voluntary dissolution of the Company
(vi) issuing any equity securities at a valuation materially below Fair Market Value
(vii) changing the principal line of business of the Company
(viii) entering into any transaction with any Shareholder or Director which is not demonstrably on arm's length terms
(ix) other reserved matters established by the Board of Directors by passing bylaws to that effect.

14 Shareholder Information and Meetings

14.1 The Corporation must hold a shareholders' meeting at least once a quarter.

14.2 The Corporation must give at least 24 hours of a meeting held under subsection

14.3 The Corporation must provide shareholders with the Corporation's income statement and balance sheet at least once a quarter.

14.4 Nothing in this section prevents the Chief Executive Officer from disclosing additional information to shareholders.

15 Company Purpose and Nature

15.1 The purpose of the Corporation is to operate a digital news organisation, producing and distributing lawful media content including news reports, interviews, and commentary.

15.2 The Corporation may also engage in any lawful act or activity for which corporations may be organised under the laws of Redmont.