



NOTICE OF GENERAL MEETING

Incorporated in England and Wales with registered number 4948078

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in doubt as to what action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other professional adviser authorised under the Financial Services and Markets Act 2000.

If you have sold or transferred all of your ordinary shares in the Company, please forward this document together with the accompanying Form of Proxy as soon as possible to the purchaser or transferee or to the stockbroker, bank manager or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee.

Notice of a General Meeting of the Company to be held at St Giles House, 50 Poland Street, London W1F 7AX at 12.00pm on 18 August 2010 is set out at the end of this document. A Form of Proxy for use at the Meeting is enclosed. Whether or not you intend to be present at the Meeting convened by the Notice, shareholders are requested to complete and return the Form of Proxy accompanying this document in accordance with the instructions set out therein to the Company's Registrars, Share Registrars Limited, Suite E, First Floor, 9 Lion and Lamb Yard, Farnham, Surrey GU9 7LL as soon as possible but in any event by no later than 12.00pm on 16 August 2010.

REGISTERED OFFICE:

St Giles House
50 Poland Street
London W1F 7AX

DIRECTORS:

Mr J P E Taylor (*Chairman*)
Mr G T D Wilmot (*Chief Executive Officer*)
Mr M Lally (*Group Finance Director*)
Mr G V Sherren (*Non-executive Director*)
Mr B T R Scruby (*Non-executive Director*)
Mr C Morrison (*Non-executive Director*)
Mr C Satterthwaite (*Non-executive Director*)
Mr R W Boyle (*Non-executive Director*)

16 July 2010

LETTER FROM THE CHAIRMAN OF THE REMUNERATION COMMITTEE

To holders of ordinary shares of 10p each in the Company and, for information purposes only, to holders of deferred shares of 10p each in the Company.

Dear Shareholder,

General Meeting – Resolution 1 to adopt the “The Centaur Media Plc 2010 Senior Executive Long-Term Incentive Plan” (the “SELTIP”)

I am writing to explain a proposed equity incentive plan for the Executive Directors and senior management of Centaur Media Plc (the “Company”). The Remuneration Committee have recently reviewed the current remuneration policy in line with corporate governance best practice to see whether it supports the corporate strategy. The results of this review are the proposed introduction of the SELTIP.

The introduction of the SELTIP does not increase the total potential compensation value of the packages provided to the Executive Directors. The rationale behind the SELTIP and its proposed terms are set out in this letter and the attached Appendices.

The Company consulted with its major shareholders on the key elements of the SELTIP described in this Circular prior to finalising its design. The Company is grateful to its major shareholders for their interest and comments during the consultation process and their indication of support for the SELTIP details of which are set out in this Circular.

OPERATION OF THE SELTIP

The key features of the SELTIP are as follows:

- At the beginning of the Plan Period of three financial years Participants will receive an Award of Bonus Units. These Bonus Units will only have value if the Company makes a SELTIP Contribution to the Bonus Pool.
- The SELTIP Contribution to the Bonus Pool will be calculated on the following basis:
 - the Remuneration Committee will set the Threshold Profit at the beginning of each financial year. The Threshold Profit will normally be the Profit before Tax and Amortisation (“PBTA”) earned in the previous financial year and will be:
 - ◻ minuted by the Remuneration Committee; and
 - ◻ will subsequently be disclosed in the Remuneration Committee Report in respect of that financial year.
- At each Measurement Date up to 30% (the “SELTIP Contribution Percentage”) of the total PBTA growth for the financial year will be contributed to the Bonus Pool for all Participants subject to their individual caps as a percentage of salary provided that the Threshold Profit is exceeded.
- Where the actual PBTA for the financial year is less than the Threshold Profit, 30% (the “SELTIP Deduction Percentage”) of the difference will be deducted from the value of the Bonus Pool (the “SELTIP Deduction”) provided that the value of the Bonus Pool cannot be less than zero.

- There is a Maximum Contribution of 100% of salary p.a. that can be attributed to the value of a Participant’s Award of Bonus Units in respect of any financial year.
- The SELTIP Contribution in respect of a financial year will be converted into restricted shares using the share price at the Measurement Date and held in the Company’s Employee Benefit Trust to satisfy the Bonus Units on vesting.
- At the end of the three year Plan Period 50% of the Award of Bonus Units is capable of vesting with the balance of the Bonus Units capable of vesting 12 months later subject to the following conditions:
 - the vesting of all Bonus Units shall be subject to the Participant’s continued employment at the relevant dates; and
 - 50% of the Bonus Units subject to Awards to Executive Directors will only be capable of vesting on the above dates based on the Company’s comparative total shareholder return (“TSR”) compared to the constituents of the FTSE Small Cap Index measured over the three year Plan Period as set out below:

TSR Performance of the Company compared to the constituents of the FTSE Small Cap Index	Percentage of this element of the Award of Bonus Units Capable of Vesting
< 50th Percentile (Median)	0%
50th Percentile (Median)	40%
55th Percentile	50%
60th Percentile	75%
75th Percentile	100%

Straight line vesting between points.

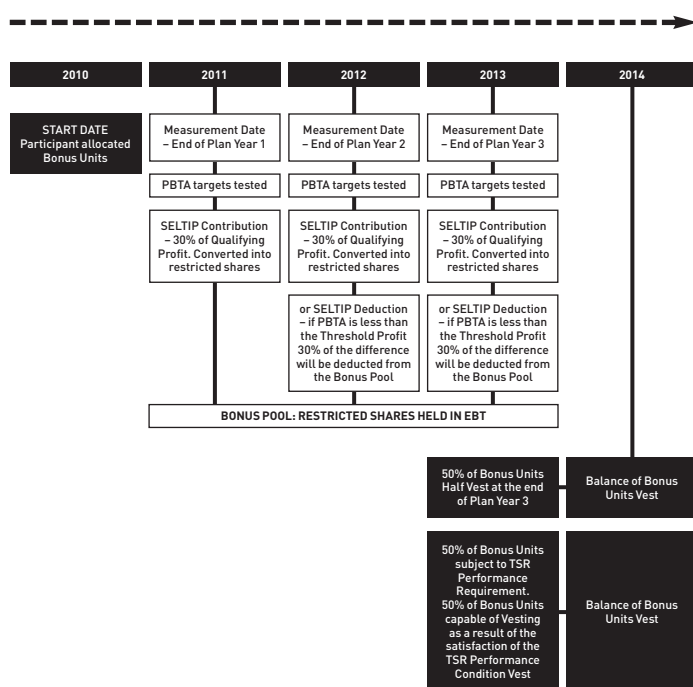
- with 50% of the Bonus Units capable of vesting based on the level of the Company TSR immediately vesting at the end of the three year Plan Period and the balance 12 months later subject to the Participant’s continued employment at the relevant dates.

RATIONALE FOR THE SELTIP

The rationale for introducing the SELTIP as the primary incentive mechanism for the Executive Directors and senior management is as follows:

- The Plan provides a direct link between the level of PBTA generated by the Company and the total incentive cost.
- The Plan is self-financing; if the Threshold Profit level is not achieved there will be no Company SELTIP Contribution.
- The Plan allows the Company to recognise that a large element of the Company’s business is cyclical.
- There is a risk adjustment mechanism built in to the operation of the Plan with a claw back of SELTIP Contributions if the Threshold Profit is not met for any financial year during the Plan Period. This adjustment mechanism ensures:
 - PBTA performance must be maintained over the Plan Period or the value of the Bonus Pool will not increase; and
 - If there is a material deterioration in performance there is a claw back of part or all of the accumulated Bonus Pool.
- The Plan allows a close tailoring by the Remuneration Committee of the performance requirements to the budget and performance of the Company for each financial year to ensure that the targets set are challenging but also achievable.
- The SELTIP retains a level of flexibility that ensures the Remuneration Committee can exercise its discretion to avoid any unintended outcomes for the Company and shareholders.
- The operation of the Plan is simple and clear to Participants, the Company and shareholders. This results in the Plan having a strong retentive effect as Participants can see the potential benefits accruing over the Plan Period.
- There is a real alignment of Participants’ interests with shareholders:
 - shareholders receive a minimum level of PBTA prior to any incentive payments to Participants;
 - Participants are encouraged to maximise consistent levels of PBTA and PBTA growth (or lose through the risk adjustment mechanism);
 - 50% of the Bonus Units earned by Executive Directors due to the PBTA performance of the Company are subject to a second comparative TSR performance condition; and
 - there is a long term alignment with the interests of shareholders as the Bonus Pool is held in Company shares.

The SELTIP mechanism is set out in the schematic below:



RESOLUTION 1

That "The Centaur Media Plc 2010 Senior Executive Long-Term Incentive Plan" (the "SELTIP"), the principle terms of which are summarised in the Circular to shareholders set out below and the rules of which are produced to the Meeting and initialled by the Chairman of the Meeting for the purpose of identification, be and are hereby approved and that the Directors be authorised to do all acts and things which they may consider necessary or expedient to put the SELTIP into effect.

ACTION TO BE TAKEN

You will find enclosed with the Notice of General Meeting a Form of Proxy. Whether or not you intend to be present at the General Meeting, you are requested to complete the Form of Proxy and return it in accordance with the instructions printed thereon so that it is received as soon as possible and in any event by not later than 12.00pm on 16 August 2010.

Completion and return of the Form of Proxy will not prevent you from attending the meeting and voting in person.

LOCATION OF MEETING

The General Meeting will be held at St Giles House, 50 Poland Street, London W1F 7AX.

RECOMMENDATION FROM THE BOARD

The Board believes that Resolution 1 to be put to the General Meeting is in the best interests of the Company and of the shareholders as a whole and, accordingly, recommends that the shareholders vote in favour of Resolution 1. The Directors intend to do so in respect of their beneficial holdings of ordinary shares (in respect of which they have a power to exercise or direct the exercise of voting rights) which, in aggregate, amount to 11,013,255 ordinary shares representing 7.82% of the issued ordinary share capital of the Company.

Yours sincerely,

Colin Morrison (*Chairman of the Remuneration Committee*)

APPENDIX 1

SUMMARY OF CURRENT & PROPOSED REMUNERATION POLICY

The Company is changing its remuneration policy for its Executive Directors and senior management and proposing the implementation of the SELTIP. The introduction of the SELTIP does not increase the total potential compensation value of the packages provided to the Executive Directors.

Following these changes, the Remuneration Committee will have a remuneration policy that will encourage, reward and retain individuals who are needed to run the Company successfully based on the following principles:

- the provision of a competitive total reward framework with a clear link to performance; and
- arrangements which engender a strong culture of equity ownership and long-term sustainable risk adjusted performance by the introduction of the SELTIP thereby aligning the interests of key employees and shareholders.

The following summarises the current and proposed remuneration policy and structures:

Salary:

The salaries of Executive Directors and senior management are reviewed each year by the Remuneration Committee but are only increased if salaries are considered to be out of line with salary levels generally in the market. There will be no change to this policy.

Benefits:

Standard market practice benefits are provided by the Company. There will be no change to this policy.

Bonus:

The maximum bonuses are capped at 100% and 50% of annual salary for the Chief Executive Officer and Group Finance Director respectively. There will be no change to this policy.

Pension:

There is no Group executive pension scheme. The Group makes contributions into Executive Directors' individual pension schemes; 17.5% of salary for Geoffrey Wilmot and 9% of salary for Michael Lally. 3% and 9% of salary for other employees, dependant on their seniority. There will be no change to this policy.

Equity Incentives:

Long Term Incentive Plan:

- Maximum Annual Grant is 100% of salary.
- Awards may be granted either as a conditional allocation of ordinary shares or as nil cost options.
- Vesting based on the Company's Total Shareholder Return ("TSR") against a comparator group for a fixed period of 3 years. Irrespective of the Company's TSR performance, no Award will vest unless the Remuneration Committee is satisfied that this is warranted by the financial performance of the Company since grant, with average growth in the Company's adjusted Earnings per share of RPI plus 2% considered a minimum level of financial performance.

Share Option Plan:

- In exceptional circumstances the Remuneration Committee may grant Awards under the Plan.
- Awards may be granted as market priced options.

Proposed policy: Going forward the SELTIP will act as the principal equity incentive arrangement for the Company. Key features of the Plan are:

- Participants will be allocated a number of Bonus Units;
- performance will be measured at three Measurement Dates (at the end of each financial year);
- at each Measurement Date 30% of the growth in PBTA above a threshold level will be converted into restricted shares to create the Bonus Pool;
- the restricted shares will be held in an Employee Benefit Trust ("EBT"); and
- at the end of the three year Plan Period 50% of the award of Bonus Units is capable of vesting with the balance of the Bonus Units capable of vesting 12 months later subject to the following conditions:
 - The vesting of all Bonus Units shall be subject to the Participant's continued employment at the relevant dates; and
 - 50% of the Bonus Units subject to Awards to Executive Directors will only be capable of vesting on the above dates based on the Company's comparative total shareholder return ("TSR") compared to the constituents of the FTSE Small Cap Index measured over the three year Plan Period.

APPENDIX 2

TERMS AND CONDITIONS OF THE “THE CENTAUR MEDIA PLC 2010 SENIOR EXECUTIVE LONG-TERM INCENTIVE PLAN”

This Appendix sets out the main terms and conditions of the SELTIP:

Award: A conditional entitlement to Bonus Units.

Bonus Unit: On the date of award these Bonus Units have no value but give a conditional entitlement to Share in the value of the SELTIP Contribution attributed to the Bonus Pool each Plan Year. The Committee will not allocate all the Bonus Units created to allow:

- changed allocations due to the performance of an individual over the three year Plan Period; and
- new hires during this Plan Period.

Bonus Pool: The Bonus Pool is the aggregate of SELTIP Contributions:

- including SELTIP Dividends; and adjusted for:
- SELTIP Deductions; and
- the repayment of Bonus Units.

Bonus Unit Price: The value of each Bonus Unit at each Measurement Date. Bonus Unit Price = Bonus Pool at each Measurement Date/ Number of Bonus Units issued at Measurement Date.

Committee: Remuneration Committee of the Company.

Cessation of Employment: Awards of Bonus Units will be forfeited if the Participant is a normal leaver. If the Participant is a good leaver (injury, disability, retirement, redundancy) Awards of Bonus Units will vest on cessation subject to the proportionate satisfaction of the Performance Requirements.

Change of Control: Bonus Units will vest on a change of control of the Company subject to the proportionate satisfaction of the Performance Requirements.

Holding Period: The period of time following the end of the Plan Period set by the Committee during which part or all of the Bonus Units subject to a Participant's Award which are capable of vesting are subject to the satisfaction of a further employment condition which has to be satisfied prior to their actual vesting. The Committee has currently set the holding period at 12 months.

Maximum Contribution: The maximum annual limit of the SELTIP Contribution which can be attributed to a Participant's Award of Bonus Units as a percentage of salary. Where the SELTIP Contribution exceeds the aggregate Maximum Contributions, the excess is held unallocated in the Plan and may be reallocated at the end of the Plan Period; provided that the value of SELTIP Contributions which can be attributed to a Participant's Award of Bonus Units cannot exceed the aggregate of their Maximum Contributions for the Plan Period.

Measurement Date: The date when the Committee determines if there is a SELTIP Contribution; which will normally follow the end of the Plan Year on the agreement of the audited accounts. In addition, it is the date at the end of the Plan Period when the additional total shareholder return (“TSR”) Performance Requirement set out in the Chairman of the Committee's Letter is measured.

Participants: Executive Directors and senior management selected by the Committee.

Performance Requirements: The performance requirements for the Plan set out in detail in the Chairman of the Committee's letter.

Plan: Centaur Media Group Plc 2010 Senior Executive Long-Term Incentive Plan (the “SELTIP”).

Plan Account: An Award of Bonus Units is credited to a Participant's Plan Account. A Plan Account is a record of the transactions in relation to a Participant's Award of Bonus Units during the Plan Period.

Plan Period: The period during which the Bonus Pool is open for SELTIP Contributions and SELTIP Deductions set by the Committee in its discretion which for the first operation of the Plan has been set at three Plan Years.

Plan Year: The financial year of the Company.

SELTIP Contribution: The SELTIP Contribution for a Plan Year will be calculated by applying the following formulae:

$$\text{PBTA for financial year} - \text{Threshold Profit} = \text{Qualifying Profit} \\ \text{Qualifying Profit} \times 30\% (\text{“SELTIP Contribution \%”}) = \text{SELTIP Contribution}$$

The SELTIP Contribution will be converted into restricted Shares at the end of each Plan Year using the price at the Measurement Date. These restricted Shares will be held in the EBT and will be provided to Participants on the vesting of their Bonus Units.

SELTIP Deduction: Where the PBTA for a Plan Year in the Plan Period is below the Threshold Profit, the aggregate value of the Bonus Pool will be adjusted by the SELTIP Deduction. The SELTIP Deduction for a Plan Year will be calculated by applying the following formula:

$$\text{Threshold Profit} - \text{PBTA for financial year} = \text{Qualifying Loss} \\ \text{Qualifying Loss} \times 30\% (\text{“SELTIP Deduction \%”}) = \text{SELTIP Deduction}$$

SELTIP Dividends: Additional Shares shall at the discretion of the Committee be contributed to the Bonus Pool in respect of Shares held in the Bonus Pool equivalent to the value of dividends paid on those Shares during the Plan Period.

Share: Ordinary share of the Company.

Threshold Profit: The PBTA level is set by the Committee at the beginning of each Plan Year. The Threshold Profit set will be minuted by the Committee and will only be adjusted in exceptional circumstances during the Plan Year. The Threshold Profit, the basis of its selection and adjustments (if any) made during the Plan Year and the reasons for those adjustments will be disclosed in the Remuneration Committee report for the relevant Plan Year.

OPERATION

The Committee, the members of which are Non-Executive Directors, supervise the operation of the SELTIP.

GRANT OF AWARDS

Awards will normally be granted to each Participant within a 42 day period following the date of publication of the interim or annual results of the Company. No Awards will be granted during a Close Period. Awards may also be granted by the trustees of an employee benefit trust (see below). It is the current intention of the Committee to grant one Award to Participants on the adoption of the SELTIP for the Plan Period.

CONDITIONS ATTACHING TO AWARDS

Awards are normally subject to a Plan Period of no less than three Plan Years from the date of grant. For Awards to be granted in respect of the 2010 Plan Year the Plan Period has been set at three years, with a further Holding Period for 50% of the Bonus Units subject to Awards. Awards of Bonus Units will only have value if the Performance Requirements are met.

LIMITS

The Maximum Contribution in respect of a Participant's Award in respect of a Plan Year during the Plan Period is 100% of salary.

The Company may issue up to 10% of its Shares within a ten year period to satisfy Awards to Participants in the SELTIP and any other Share plan operated by the Company under which Shares are issued. Further of this 10% a maximum of 5% may be issued for executive plans.

The Committee will be monitoring the issue of Shares during the ten year period to ensure a balanced policy. It should be noted that where the Company uses treasury Shares to satisfy its obligations under such Share

arrangements they shall be added to the number of Shares issued for the purposes of these limits.

VESTING OF AWARDS

Awards will normally vest at the end of the Plan Period and any additional Holding Period, subject to the satisfaction of the Performance Requirement, and any other conditions, determined at the date of grant of the relevant Award.

The vesting (or exercise where the value of Bonus Units on vesting is provided in the form of a nil-cost option) of Awards is conditional upon the Participant paying any taxes due as a result of such a vesting.

The level of the satisfaction of the PBTA Performance Requirement for each Plan Year in the Plan Period will affect the value of the Bonus Units subject to Participant's Award capable of vesting. The vesting of 50% of the Bonus Units subject to Awards made to Executive Directors will be subject to the satisfaction of the additional TSR Performance Requirement.

If the TSR Performance Requirement is not satisfied or only partially satisfied at the end of the Plan Period; this part of the Award or the balance of this part of the Award (as appropriate) not vested shall lapse.

Further 50% of all Bonus Units subject to a Participant's Award are capable of vesting at the end of the Plan Period with the balance of the Bonus Units vesting at the end of the Holding Period subject to the Participant's continued employment with the Company.

ALLOTMENT AND TRANSFER OF SHARES

Shares subscribed will not rank for dividends payable by reference to a record date falling before the date on which the Shares are acquired but will otherwise rank pari passu with existing Shares. Application will be made for the admission of the new Shares to be issued to the London Stock Exchange in relation to the satisfaction of Awards.

CESSATION OF EMPLOYMENT

If a Participant leaves employment prior to the expiry of the Plan Period and/or Holding Period then any elements of the Award not vested will normally lapse. If a Participant's cessation of employment is the result of specified events, for example injury, disability, ill health, retirement, redundancy or death, the Committee may determine that part or that Participant's entire Award may vest.

Where the Committee has applied this discretion, Awards shall only vest at the level of the satisfaction of the Performance Requirements at the Measurement Date. The Remuneration Committee will have discretion as to whether there will be a Measurement Date on the date of cessation of employment or whether performance will be measured at the end of the Plan Period.

CHANGE OF CONTROL

In the event of a takeover, reconstruction, amalgamation or winding up of the Company the number of Bonus Units subject to Awards, which will vest, shall be dependent upon the extent to which the attached Performance Requirements have been satisfied on the date of the occurrence of the event.

In certain circumstances, Awards may be exchanged for awards in respect of the shares in the acquiring company. It should be noted that Awards will only vest on a reconstruction or amalgamation of the Company in circumstances where the reconstruction or amalgamation amounts to a proper change in Control of the Company i.e. new ownership of the Company.

In the event of a merger or demerger of the Company, the Committee may determine that all Awards may vest provided that the above change of control provisions are applied. Further, for these provisions to apply, the merger or demerger must amount to a proper change in Control of the Company.

Alternatively, the number of Shares subject to Bonus Units comprised in an Award may be adjusted, as the Committee in its discretion shall determine and the advisors of the Company confirm to be fair and reasonable.

ADJUSTMENT OF AWARDS

On a variation of the capital of the Company, the number of Shares subject Bonus Units comprised in an Award may be adjusted in such manner as the Committee in its discretion shall determine and the advisors of the Company confirm to be fair and reasonable.

DURATION

The Committee may not grant Awards under the SELTIP more than five years after its approval unless the Plan is extended pursuant to shareholder authority for a further period of up to five years.

AMENDMENTS

Amendments to the Rules may be made at the discretion of the Committee. However, the provisions governing eligibility requirements, equity dilution, share utilisation and individual participation limits and the adjustments that may be made following a rights issue or any other variation of capital together with the limitations on the number of Shares that may be issued cannot be altered to the advantage of Participants without prior shareholder approval, except for minor amendments to benefit the administration of the SELTIP, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants or for the group. However, Participants should be notified of any amendment which would detrimentally affect their existing rights and such amendments must be approved by the majority of Participants notified.

The Committee may add to, vary or amend the Rules of the SELTIP by way of a separate schedule in order that the SELTIP may operate to take account of local legislative and regulatory treatment for Participants or the relevant group company, provided that the parameters of these arrangements will provide no greater benefits than the Rules of the SELTIP as summarised above.

GENERAL

Shares acquired, Awards and any other rights granted pursuant to the SELTIP are non-pensionable. The SELTIP shall be construed and governed by English Law.

NON-TRANSFERABILITY OF AWARDS

Awards are not transferable except in the case of a Participant for whom a trustee is acting, in which case the trustee will be able to transfer the benefit to the Participant.

EMPLOYEE BENEFIT TRUST

The Company intends to establish or utilise an existing discretionary employee benefit trust to be used in conjunction with the SELTIP (the "Employee Trust"). The Employee Trust will be established as an employees' share scheme within the meaning of section 1166 of the Companies Act 2006 and will have full discretion with regard to the application of the trust fund (subject to recommendations from the Committee). The Company will be able to fund the Employee Trust to acquire shares in the market and/or to subscribe for shares at nominal value in order to satisfy Awards granted under the SELTIP. Any shares issued to the Employee Trust in order to satisfy SELTIP Awards will be treated as counting towards the dilution limits that apply to the SELTIP. For the avoidance of doubt, any shares acquired by the Employee Trust in the market will not count towards these limits. In addition, unless prior shareholders' approval is obtained, the Employee Trust will not hold more than 5% of the issued share capital of the Company at any one time (other than for the purposes of satisfying SELTIP Awards or options that it has granted).

Note: This Appendix 2 summarises the main features of the SELTIP but does not form part of it and should not be taken as affecting the interpretation of the detailed terms and conditions constituting the Rules. Copies of the Rules will be available for inspection at the registered office of the Company at St Giles House, 50 Poland Street, London W1F 7AX during usual office hours (Saturdays, Sundays and statutory holidays excepted) from the date of despatch of the Chairman of the Committee's Letter up to and including the date of the General Meeting and at the meeting itself. The Directors reserve the right, up to the time of the meeting, to make such amendments and additions to the Rules as they consider necessary or desirable, provided that such amendments and additions do not conflict in any material respect with the summary set out in this Appendix 2.

CENTAUR MEDIA PLC

Incorporated in England and Wales with registered number 4948078

NOTICE OF GENERAL MEETING

NOTICE is hereby given that the General Meeting of Centaur Media Plc (the “Company”) will be held at St Giles House, 50 Poland Street, London W1F 7AX at 12.00pm on 18 August 2010 for the transaction of the following business:

SPECIAL BUSINESS

As special business to consider and, if thought fit, to pass the following Resolution 1 which will be proposed as an ordinary resolution:

Resolution 1

That “The Centaur Media Plc 2010 Senior Executive Long-Term Incentive Plan” (the “SELTIP”), the principle terms of which are summarised in the Circular to shareholders and the rules of which are produced to the Meeting and initialled by the Chairman of the Meeting for the purpose of identification, be and are hereby approved and that the Directors be authorised to do all acts and things which they may consider necessary or expedient to put the SELTIP into effect.

BY ORDER OF THE BOARD

16 July 2010

Ian Roberts (*Company Secretary*)

St Giles House
50 Poland Street
London W1F 7AX

1. A member entitled to attend and vote at the Meeting convened by the above Notice is entitled to appoint a proxy to exercise all or any of the rights of the member to attend and speak and vote on his behalf. A proxy need not be a member of the Company. A member may appoint more than one proxy in relation to the Meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member. Any information or document relating to proxies for the Meeting may be delivered to proxies@shareregistrars.uk.com. The right to appoint a proxy does not apply to any person to whom this notice is sent who is a person nominated under section 146 of the Companies Act 2006 (the “Act”) to enjoy information rights (a “Nominated Person”).
2. To appoint a proxy you may use the Form of Proxy enclosed with this Notice of General Meeting. To be valid, the Form of Proxy, together with the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy of the same, must be received by post or (during normal business hours only) or by hand at Share Registrars Limited, Suite E, First Floor, 9 Lion and Lamb Yard, Farnham, Surrey, GU9 7LL or by fax to 01252 719232, in each case no later than 12.00pm on 16 August 2010. Completion of the Form of Proxy will not prevent a member from attending and voting in person.
3. Any member or his proxy attending the Meeting has the right to ask any question at the Meeting relating to the business of the Meeting.
4. Pursuant to section 360B of the Act and Regulation 41 of the Uncertificated Securities Regulations 2001, only shareholders registered in the register of members of the Company as at 12.00pm on 16 August 2010 shall be entitled to attend and vote at the General Meeting in respect of the number of shares registered in their name at such time. If the Meeting is adjourned, the time by which a person must be entered on the register of members of the Company in order to have the right to attend and vote at the adjourned Meeting is 12.00pm on the day preceding the date fixed for the adjourned Meeting. Changes to the register of members after the relevant times shall be disregarded in determining the rights of any person to attend and vote at the Meeting.
5. In the case of joint holders, the vote of the senior holder who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint holders and, for this purpose, seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the relevant joint holding.
6. The Rules of The Centaur Media Plc 2010 Senior Executive Long-Term Incentive Plan are available for inspection at the registered office of the Company, St Giles House, 50 Poland Street, London W1F 7AX, during usual business hours on any weekday (Saturdays, Sundays and public holidays excluded) from the date of this Notice until the conclusion of the General Meeting and will be available for inspection at the place of the General Meeting for at least 15 minutes prior to and during the Meeting.
7. As at 16 July 2010 (being the last business day prior to the publication of this Notice) the Company’s issued share capital consists of 140,886,273 ordinary shares, carrying one vote each. Therefore, the total voting rights in the Company as at 16 July 2010 are 140,886,273.
8. The information required to be published by s.311(A) of the Act (information about the contents of this Notice and numbers of shares in the Company and voting rights exercisable at the Meeting and details of any members’ statements, members’ resolutions and members’ items of business received after the date of this notice) may be found at www.centaur.co.uk.
9. A Nominated Person may under an agreement between him/her and the member who nominated him/her, have a right to be appointed (or to have someone else appointed) as a proxy entitled to attend and speak and vote at the Meeting. Nominated Persons are advised to contact the member who nominated them for further information on this and the procedure for appointing any such proxy.
10. If a Nominated Person does not have a right to be appointed, or to have someone else appointed, as a proxy for the Meeting, or does not wish to exercise such a right, he/she may still have the right under an agreement between himself/herself and the member who nominated him/her to give instructions to the member as to the exercise of voting rights at the Meeting. Such Nominated Persons are advised to contact the members who nominated them for further information on this.