

No. of Certificate

53830



Form No. 19.

*The Savoy Theatre and
Operas*

COMPANY, LIMITED.

36016

21 AUG 1897

STATEMENT of the Nominal Capital made pursuant to s. 112 of 54 and 55

Vict., cap. 39, Stamp Act, 1891. (NOTE.—The Stamp Duty on the Nominal Capital is

Two Shillings for every £100 or fraction of £100.)

This statement is to be filed with the Memorandum of Association, or other Document,
when the Company is registered.

Presented for registration by

M. F. Fladgate

2 Craig's Court Charing



The NOMINAL CAPITAL of the

Savoy Theatre

and Operas

Company Limited,

is £ 75,000, divided into 7,500 shares of £ 10

each.

Signature

M. F. Flaggate

Description

Subscriber to the Savoy
Theatre & Operas Limited
2 George Court
Charing Cross

Date

21st August 1897

This statement should be signed by an Officer of the Company.

THE COMPANIES ACTS, 1862 TO 1893.

COMPANY LIMITED BY SHARES.

THE SAVOY THEATRE AND OPERAS,
LIMITED.

Memorandum
AND
Articles of Association.

Registered the day of , 1897.

FLADGATE & Co.,
Craig's Court,
S.W.



THE COMPANIES ACTS, 1862 TO 1893.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

THE SAVOY THEATRE AND OPERAS, LIMITED.

1.—The name of the Company is "THE SAVOY THEATRE AND OPERAS, LIMITED."

2.—The registered office of the Company will be situate in England.

3.—The objects for which the Company is established are :—

- (1) To acquire and take over as a going concern, the business of Theatre Proprietor and manager, and otherwise, heretofore carried on at the Savoy Theatre, Strand, in the Metropolis of London and elsewhere, and all or any of the assets and liabilities of the proprietor of such business in connection therewith and with a view thereto to enter into and carry into effect with or without modification, the agreement referred to in Clause 3 of the Articles of Association of the Company.
- (2) To carry on the businesses of Theatre Proprietors and Managers, and in particular to provide for the production, representation and performance of operas, stage plays, operettas, burlesques, vaudevilles, ballets, pantomimes, spectacular pieces, promenade, and other concerts and other musical and dramatic performances and entertainments.
- (3) To carry on all or any of the businesses of licensed victuallers, restaurant keepers, hotel keepers, wine and spirit merchants, cigar and tobacco merchants, dealers

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in aerated and mineral waters and other drinks, theatrical agents, costumiers, box-office keepers, concert room proprietors, and dramatic and musical publishers and printers, music hall proprietors, and caterers for public entertainment.

- (4) To enter into agreements with authors or other persons for the dramatic or other rights of operas, plays, operettas, burlesques, vaudevilles, ballets, pantomimes, spectacular pieces, musical compositions, and other dramatic and musical performances and entertainments, or for the representation thereof in the United Kingdom and elsewhere, as well as of foreign, colonial and American rights, and to enter into engagements of all kinds with artists and other persons.
- (5) To carry on any other businesses, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the same businesses, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (6) To lay out land for building purposes, and to build on, improve, let on building lease, advance money to persons building on or otherwise develop the same in such manner as may seem expedient to advance the Company's interests.
- (7) To apply for, purchase or otherwise acquire any patents, brevets d'invention, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop, grant licenses in respect of or otherwise turn to account the property, rights and information so acquired.
- (8) To purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person or Company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (9) To construct, carry out, maintain, improve, manage, work, control, and superintend, any roads, ways,

reservoirs, hydraulic works, gas works, electric works, factories, warehouses, and other works and conveniences which may seem directly or indirectly conducive to any of the Company's objects, and contribute to subsidise or otherwise assist or take part in such maintenance, management, working control, and superintendence.

- (10) To enter into any arrangement with any government or authorities, supreme, municipal, local, or otherwise, and to obtain from any such government or authority all rights, concessions, and privileges that may seem conducive to the Company's objects or any of them.
- (11) To enter into partnership or into any arrangement for sharing profits, union of interests, joint adventure, reciprocal concessions or co-operation with any person or Company carrying on or engaged in, or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in any business or transaction capable of being conducted, so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold share or stock in or securities of and to subsidise or otherwise assist any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities.
- (12) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, any rights or privileges which the Company may think necessary or convenient with reference to any of these objects or capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, theatres, easements, copyrights, operas, plays, operatic, musical and other pieces and stock in trade generally.
- (13) To establish and support, or to aid in the establishment and support, of associations, institutions, or conveniences calculated to benefit employes or ex-employes of the Company or its predecessor in business, or the dependents or connections of such persons, and to grant

pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.

- (14) To sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other Company having objects altogether or in part similar to those of this Company.
- (15) To promote any company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (16) To invest and deal with the monies of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (17) To lend money to such persons and on such terms as may seem expedient, and in particular to authors, singers, actors, players, artists and any other persons having dealings with the Company, and to give any guarantee or indemnity that may seem expedient.
- (18) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice this Company.
- (19) To raise, or borrow, or secure the payment of money in such manner and on such terms as may seem expedient, and in particular by the issue of debentures or debenture stock, whether perpetual or otherwise, and charged or not charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital, and to redeem, purchase, or pay off any such securities.

- (20) To draw, accept, indorse, discount, execute, and issue bills of exchange, promissory notes, debentures, bills of lading, and other negotiable or transferable instruments or securities.
- (21) To remunerate any parties for services rendered, or to be rendered in placing, or assisting to place, any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (22) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (23) To sell, improve, manage, develop, exchange, and enfranchise, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property or rights of the Company.
- (24) To do all such other things as are incidental or conducive to the attainment of the above objects, and so that the word "Company" in this clause shall be deemed to include any partnerships or other body of persons whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and so that the objects specified in each paragraph of the clause shall, except when otherwise expressed in such paragraph, be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4.—The liability of the members is limited.

5.—The capital of the Company is £75,000, divided into 7,500 shares of £10 each.

6.—Upon any increase of capital any of the new shares may be issued with any preferential, deferred, qualified or special rights attached thereto respectively.

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31-6

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number and value of shares taken by each Subscriber.
Richard D'Oyly Carte Proprietor of the Savoy Theatre 4 Adelphi Terrace Strand London.	one
Ellen D'Oyly Carte 4 Adelphi Terrace London.	one
Lucas D'Oyly Carte 4 Adelphi Terrace Strand Barrister at law	one
Ernest W. Carter 4 Adelphi Terrace London. Gentleman	one
Ernest Augustus Richardson. 11 Battersea Rise Clapham Junction Accountant	one
Richard H. Harcourt 87 St. Martin's Mansions Gentleman Westminster	one
J. Linton 2 Gough Court Charing Cross Solicitor	one

Dated the 18th day of August 1897. Seven

Witness to the above Signatures—

S. W. Tier
Clerk
Savoy Theatre
W.C.



11



3

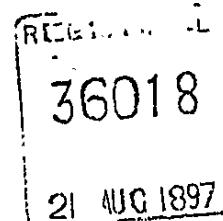
'THE COMPANIES' ACTS, 1862 TO 1893.

COMPANY LIMITED BY SHARES.

Articles of Association.

OF

THE SAVOY THEATRE AND OPERAS, LIMITED.



PRELIMINARY.

1.—The marginal notes hereto shall not affect the construction hereof, and in these presents, unless there be something in the subject or context inconsistent therewith— ^{Interpretation.}

"The Office," means the Registered Office for the time being of the Company.

"The Register," means the Register of Members to be kept pursuant to Section 25 of the Companies Act, 1862.

"Month," means calendar month.

"In writing" means written or printed or partly written and partly printed.

"The Directors" means the Directors for the time being.

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned thereto respectively by the Companies Act, 1862, Sections 51 and 129.

Words importing the singular only include the plural number and *vice versa*.

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

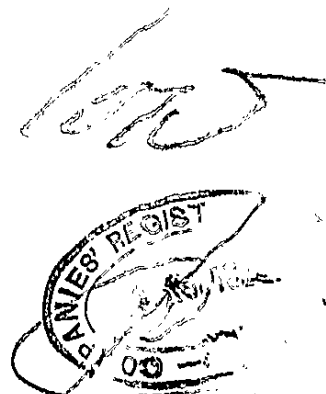


Table A not to
apply.

2.—The regulations contained in Table A in the First Schedule to the Companies Act, 1862, shall not apply to the Company.

Preliminary
agreement.

3.—The Company shall forthwith enter into an agreement with Richard D'Oyly Carte in the terms of the draft which, for the purpose of identification, has been signed by *William Francis Hasgato*, a solicitor of the Supreme Court, and the Directors shall carry the said agreement into effect, with full power, nevertheless, from time to time to agree to any modification of the terms of the said agreement, either before or after the same shall have been entered into. The basis on which the Company is established, is that the Company shall acquire the property comprised in the said agreement on the terms therein set forth, subject to any such modification as aforesaid, and that the said R. D'Oyly Carte, the vendor thereunder, is to be one of the first Directors of the Company, and accordingly it shall be no objection to the said agreement that such vendor as a promoter and Director stands in a fiduciary position towards the Company, or that in the circumstances no independent Board of the Company is constituted, and every member of the Company present and future is to be deemed to join the Company on this basis.

Company not to
purchase or lend on
shares.

4.—None of the funds of the Company shall be applied in the purchase of, or in lending on shares of the Company.

When business may
be commenced.

5.—The business of the Company may be commenced as soon after the incorporation of the Company as the Directors in their absolute discretion shall think fit, and, notwithstanding that part only of the shares may have been taken.

Allotment of shares.

6.—The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons on such terms and conditions and either at a premium or otherwise, and at such times as the Directors think fit, subject nevertheless to the stipulations contained in the Agreement mentioned in Clause 3 hereof with reference to the shares to be allotted in pursuance thereof.

Instalments on
shares to be duly
paid.

7.—If, by the conditions of allotment of any share, the whole or part of the amount thereof shall be payable by instalments every such instalment shall when due be paid to the Company by the holder of the share.

Issue subject to
different conditions
as to calls.

8.—The Company may make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

9.—The joint holders of a share shall be severally, as well as jointly, liable for the payment of all instalments and calls due in respect of such share. Liability of joint holders of shares.

10.—The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognise any equitable or other claim to, or interest in, such share on the part of any other person, save as herein provided. Trusts not recognised.

CERTIFICATES.

11.—The certificates of title to shares shall be issued under the seal of the Company, and signed by two Directors, and countersigned by the Secretary or some other person appointed by the Directors. Certificates.

12.—Every member shall be entitled to one certificate for the shares registered in his name, or to several certificates each for a part of such shares. Every certificate of shares shall specify the denoting numbers of the shares in respect of which it is issued and the amount paid up thereon. Who entitled and nature of certificate.

13.—If any certificate be worn out or defaced, then upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof, and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. As to issue of new certificate in place of one defaced, lost or destroyed.

14.—The sum of one shilling or such smaller sum as the Directors may determine shall be paid to the Company for every certificate issued under the last preceding clause. Fee.

CALLS.

15.—The Directors may, from time to time, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him, to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments. No Call shall exceed one-fourth of the amount of a Share, and two successive Calls shall not be made payable at a less interval than two months. Calls.

When call deemed
to have been made.

16.—A call shall be deemed to have been made when the resolution of the Directors authorising such call was passed.

Notice of call.

17.—Fourteen days' notice of any call shall be given, specifying the time and place of payment, and to whom such call shall be paid.

When interest on
call or instalment
payable.

18.—If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of £10 per cent. per annum, from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors may determine.

Payment of calls in
advance.

19.—The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon.

FORFEITURE AND LIEN.

If call or instalment
not paid notice may
be given.

20.—If any member fail to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

Form of notice.

21.—The notice shall name a day (not being less than 14 days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of

non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable, will be liable to be forfeited.

22.—If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares, and not actually paid before the forfeiture.

If notice not
complied with
shares may be
forfeited.

23.—Any shares so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot, or otherwise dispose of the same in such manner as they think fit.

Forfeited shares to
become the property
of the Company.

24.—The Directors may at any time before any shares so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof, upon such conditions as they think fit.

Power to annul
forfeiture.

25.—Any member whose shares have been forfeited shall notwithstanding be liable to pay, and shall forthwith pay, to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of forfeiture, together with interest thereon from the time of forfeiture until payment at the rate of £10 per cent. per annum, and the Directors shall enforce the payment of such moneys or any part thereof if they think fit, but shall not be under any obligation so to do.

Arrears to be paid
notwithstanding.

26.—The Company shall have a first and paramount lien upon all the shares not fully paid registered in the name of each member (whether solely or jointly with others) for his debts, liabilities, and engagements, solely or jointly with any other person to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not. Such lien shall extend to all dividends from time to time declared in respect of such shares.

Company's lien on
shares.

Unless otherwise agreed the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) upon such shares.

As to enforcing lien
by sale.

27.—For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment or discharge of such debts, liabilities, or engagements for seven days after such notice.

Application of
proceeds of sale.

28.—The net proceeds of any such sale shall be applied in, or towards satisfaction of the debts, liabilities or engagements, and the residue (if any) paid to such member, his executors, administrators or assigns.

Validity of sales.

29.—Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

TRANSFER AND TRANSMISSION OF SHARES.

Execution of transfer,
&c.

30.—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

Form of transfer.

31.—The instrument of transfer of any share shall be in writing in the usual common form, or in the following form, or as near thereto as circumstances will admit:—

Transmission of
registered shares.

37.—The executors or administrators of a deceased member (not being one of several joint holders) shall be the only person recognised by the Company as having any title to the shares registered in the name of such member, and in the case of the death of any one or more of the joint holders of any registered shares, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares.

As to survivorship.

As to transfer of
shares of deceased or
bankrupt members.

38.—Any person becoming entitled to shares in consequence of the death or bankruptcy of any member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause or of his title as the Directors think sufficient may, with the consent of the Directors (which they shall not be under any obligation to give) be registered as a member in respect of such shares, or may, subject to the regulations as to transfers hereinafter contained, transfer such shares. This clause is hereinafter referred to as "The Transmission Clause."

SHARE WARRANTS.

Power to issue
share warrants.

39.—The Company with respect to fully paid-up shares may issue warrants (hereinafter called Share Warrants) stating that the bearer is entitled to the shares therein specified, and may provide by coupons or otherwise for the payment of future dividends on the shares included in such warrants.

As to condition on
which share
warrants shall be
issued.

40.—The Directors may determine, and from time to time vary the conditions upon which share warrants shall be issued, and in particular upon which a new share warrant or coupon will be issued in the place of one worn-out, defaced, lost, or destroyed, upon which the bearer of a share warrant shall be entitled to attend and vote at general meetings and upon which a share warrant may be surrendered, and the name of the holder entered in the register in respect of the shares therein specified. Subject to such conditions, and to these presents the bearer of a share warrant shall be a member to the full extent. The holder of a share warrant shall be subject to the conditions for the time being in force whether made before or after the issue of such warrant.

INCREASE AND REDUCTION OF CAPITAL.

41.—The Company in General Meeting, may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient. Power to increase capital.

42.—Subject to the Memorandum of Association the new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto, as the General Meeting resolving upon the creation thereof shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may (subject to the Memorandum of Association), be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a special or without any right of voting. On what conditions new shares may be issued. As to preferences, &c.

43.—The Company in General Meeting, may before the issue of any new shares, determine that the same, or any of them shall be offered in the first instance to all the then members in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination, or so far as the same shall not extend the new shares, may be dealt with as if they formed part of the shares in the original ordinary capital. When to be offered to existing members.

44.—Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original ordinary capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise. How far new shares to rank with shares in original capital.

45.—The Company may from time to time by Special Resolution reduce its capital by paying off capital, or cancelling capital which has been lost or is unrepresented by available assets, or reducing the liability on the shares or otherwise as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise, and the Company may also, by Special Resolution, Reduction of capital, &c.

sub-divide, or by Ordinary Resolution, consolidate its shares or any of them.

Sub-division into preferred and ordinary.

46.—The Special Resolution whereby any share is sub-divided may determine that as between the holders of the shares resulting from such sub-division one or more of such shares shall have any preference over the others or other.

MODIFYING RIGHTS.

Power to modify rights.

47.—If at any time the capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least two-thirds of the issued shares of that class.

BORROWING POWERS.

Power to borrow.

48.—The Directors may, from time to time, at their discretion raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company, but so that the moneys at any one time owing shall not, without the sanction of a General Meeting, exceed the nominal amount of the Capital of the Company.

Conditions on which money may be borrowed.

49.—The Directors may raise or secure the repayment of such moneys, in such manner, and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

Securities may be assignable free from equities.

50.—Debentures, debenture stock or other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

51.—Any debentures, debenture stock, bonds or other securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at General Meetings of the Company, appointment of Directors, and otherwise.

Issue at discount, &c., or with special privileges.

52.—The Directors shall cause a proper register to be kept in accordance with Section 43 of the Companies Act 1862 of all mortgages and charges specifically affecting the property of the Company.

Register of mortgage to be kept.

GENERAL MEETINGS.

53.—The first General Meeting shall be held at such time (not being more than four months after the registration of the Memorandum of Association of the Company), and at such a place as the Directors may determine.

When first General Meeting to be held.

54.—Subsequent General Meetings shall be held once at least in the year 1898, and in every subsequent year at such time and place as may be prescribed by the Directors or by the Company in General Meeting.

When subsequent General Meetings to be held.

55.—The above-mentioned General Meetings shall be called Ordinary Meetings, and all other meetings of the Company shall be called Extraordinary Meetings.

Distinction between Ordinary and Extraordinary Meetings.

56.—The Directors may whenever they think fit, and they shall upon a requisition made in writing by members holding in the aggregate one-tenth of the issued capital, convene an Extraordinary Meeting.

When Extraordinary Meeting to be called.

57.—Any such requisition shall specify the object of the meeting required, and shall be signed by the members making the same, and shall be deposited at the office. It may consist of several documents in like form, each signed by one or more of the requisitionists. The meeting must be convened for the purposes specified in the requisition.

Form of requisition for meeting.

tions, and, if convened otherwise than by the Directors, for those purposes only.

When requisitionists
may call meetings.

58.—In case the Directors for 14 days after such deposit fail to convene an Extraordinary Meeting to be held within 21 days after such deposit, requisitionists, or any other members holding the like proportion of the capital, may themselves convene a meeting, to be held within six weeks after such deposit.

Notice of meetings.

59.—Seven clear days' notice, specifying the place, day and hour of meeting, and, in case of special business, the general nature of such business, shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided. With the consent in writing of all the members for the time being, a General Meeting may be convened on a shorter notice than seven days, and in any manner they think fit. Whenever it is intended to pass a Special Resolution, the two meetings may be convened by one and the same notice, and it shall be no objection that the notice convenes the second meeting only contingently on the resolution being passed at the first meeting.

As to omission to
give notice.

60.—The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

Business of Ordinary
Meeting.

61.—The business of an Ordinary Meeting, other than the first one, shall be to receive and consider the profit and loss account, and the balance-sheet, the reports of the Directors and of the Auditors, to elect Directors and other officers in the place of those retiring by rotation, to declare dividends, and to transact any other business which, under these presents ought to be transacted at an Ordinary Meeting. All other business transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting shall be deemed special.

Special business

Quorum.

62.—Three members personally present shall be a quorum for a General Meeting, and no business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business.

63.—The Chairman of the Directors shall be entitled to take the chair at every General Meeting, or if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, the members present shall choose another Director as Chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the members present shall choose one of their number to be Chairman.

Chairman of
General Meeting.

64.—If within fifteen minutes from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day within fourteen days from the date fixed for the original meeting, and to such time and place as by the members present may be determined, and if at such adjourned meeting a quorum is not present, any two members who are personally present shall be a quorum and may transact the business for which the meeting was called.

When if quorum not
present, meeting to
be dissolved and
when to be
adjourned.

65.—Every question submitted to a meeting shall be decided in the first instance, by a show of hands and in the case of an equality of votes, the Chairman shall both on the show of hands, and, at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member. On a show of hands, a member present by proxy shall have no vote.

How questions to be
decided at meetings.

Casting vote.

66.—At any General Meeting, unless a poll is demanded by the Chairman or at least five members, or by a member or members holding, or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, 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, and an entry to that effect in the book of proceedings 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.

What is to be
evidence of the
passing of a
resolution where
poll not demanded.

67.—If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs, and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Poll.

68.—The Chairman of a General meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned

Power to adjourn
General Meeting.

meeting other than the business left unfinished at the meeting from which the adjournment took place.

Business may proceed notwithstanding demand of poll.

69.—The demand of 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.

In what cases poll taken without adjournment.

70.—Any poll duly demanded on the election of a chairman of a meeting or on any question of adjournment shall be taken at the meeting without adjournment.

VOTES OF MEMBERS.

Votes of Members.

71.—On a show of hands, every member present in person shall have one vote only, and at a poll, every member present in person, or by proxy, shall have one vote for every share held by him.

Votes in respect of shares of deceased or bankrupt members.

72.—Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares provided that 48 hours at least before the time of holding the meeting at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Joint holders.

73.—Where there are joint registered holders of any shares, any one of such persons may vote at any meeting either personally or by proxy in respect of such shares as if he were solely entitled thereto, and if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons whose name stands first in the register in respect of such shares, shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any shares stand shall, for the purposes of this clause, be deemed joint holders.

Proxies permitted.

74.—Votes may be given either personally or by proxy. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney, or if such appointor is a corporation, under its common seal. No person shall be appointed a proxy who is not a member of the Company and qualified to vote.

75.—The instrument appointing a proxy, and the power of attorney (if any) under which it is signed, shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting (as the case may be) at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.

Proxies to be deposited at office.

76.—A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the share in respect of which the vote is given, unless an intimation in writing of the death, revocation or transfer shall have been received at the office of the Company before the meeting.

When votes by proxy valid though authority revoked.

77.—Holders of share warrants shall not be entitled to vote by proxy in respect of the shares included in such warrants.

Holders of share warrants not to vote by proxy.

78.—Every instrument of proxy, whether for a specified meeting or otherwise, shall as nearly as circumstances will admit be in the form or to the effect following :—

Form of proxy.

“THE SAVOY THEATRE AND OPERAS, LIMITED.

“I _____ of _____ being a member
 “ in the County of _____
 “ of THE SAVOY THEATRE AND OPERAS, LIMITED, hereby
 “ appoint _____ of
 “ (or failing him _____ of
 “ or failing him _____ of)
 “ as my proxy to vote for me and on my behalf at the
 “ (Ordinary or Extraordinary as the case may be)
 “ General Meeting of the Company, to be held on the
 “ _____ day of _____ and at any adjournment
 “ thereof.

“ As witness my hand this _____ day of _____ .”

79.—No member shall be entitled to be present or to vote on any question, either personally or by proxy, or as proxy for another member at any General Meeting, or upon a poll, or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member.

No member entitled to vote, &c., while call due to Company

DIRECTORS.

Number of Directors. 80.—Until otherwise determined by a General Meeting the number of the Directors shall not be less than three nor more than eight, but the Company may from time to time in General Meeting increase or reduce the number of Directors.

First Directors. 81.—The persons hereinafter named shall be the first Directors, that is to say :—*the undersigned subscribers Richard D'Oyly Carte Helen D'Oyly Carte and Rupert D'Oyly Carte*—

Power for Directors to appoint additional Directors. 82.—The Directors shall have power from time to time, and at any time, to appoint any other persons to be Directors, but so that the total number of Directors shall not at any time exceed the maximum number fixed as above, and so that no appointment under this clause shall have effect unless two-thirds at least of the Directors in the United Kingdom concur therein.

Qualification of Directors. 83.—The qualification of every Director shall be the holding of shares or stock of the Company of the nominal value of £100. A first Director may act before acquiring his qualification, but shall in any case acquire the same within one month from his appointment, and unless he shall do so he shall be deemed to have agreed to take the same from the Company and the same shall be forthwith allotted to him accordingly.

Remuneration of Directors. 84.—The Directors shall be paid out of the funds of the Company, by way of remuneration for their services, such sums as shall from time to time be determined by the Company in General Meeting, and the same shall be divided among them in such proportions and manner as the Directors by agreement may determine, and, in default of such determination, equally.

Directors may act notwithstanding vacancy. 85.—The continuing Directors may act notwithstanding any vacancy in their body.

When office of Director to be vacated. 86.—The office of Director shall be vacated—

- (A) If he without the sanction of any General Meeting, accepts or holds any other office under the Company, except that of Managing Director, Stage Manager, Secretary, or Trustee.
- (B) If he become bankrupt or suspends payment or compounds with his creditors.
- (C) If he be found lunatic or becomes of unsound mind.

- (d) If he ceases to hold his qualification, or does not pay for the same within one month of allotment.
- (e) If he absent himself from the meetings of the Directors during a period of six calendar months without leave of absence from the Directors.
- (f) If by notice in writing to the Company he resigns his office, and such resignation be accepted.

87.—No Director shall be disqualified by his office from contracting with the Company either as vendor, 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 be in any way interested 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 relations thereby established, provided that the nature of his interest may be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists, or in any other case at the first meeting of the Directors, after the acquisition of his interest, and that no Director shall, as a Director, vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do vote his vote shall not be counted; but this prohibition shall not apply to the agreement mentioned in Clause 3 hereof, or to any matters arising thereout, or to any contract by or on behalf of the Company, to give to the Directors or any of them any security by way of indemnity, and it may at any time or times be suspended or released to any extent by a General Meeting.

Directors may contract with Company.

ROTATION OF DIRECTORS.

88.—At the Ordinary Meeting to be held in the year 1898, and at every succeeding Ordinary Meeting two of the Directors shall retire from office. A retiring Director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected.

Rotation and retirement of Directors.

89.—The two Directors to retire at the Ordinary Meeting to be held in the year 1898, shall, unless the Directors agree among themselves, be determined by lot, but in every subsequent year the two Directors to retire shall be those who have been longest in office.

Which Directors to retire.

As between two or more who have been in office an equal length of time, the Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election.

Meeting to fill up vacancies.

90.—The Company at any General Meeting at which any Directors retire in manner aforesaid, may fill up the vacated offices by electing a like number of persons to be Directors.

Retiring Directors to remain in office till successors appointed.

91.—If at any General Meeting at which an election of Directors ought to take place the places of any retiring Director is not filled up he shall continue in office until the next Ordinary Meeting and so on from year to year until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

Power for General Meeting to increase or reduce number of Directors.

92.—The Company in General Meeting may from time to time increase or reduce the number of Directors, and may alter their qualification, and may also determine in what rotation such increased or reduced number is to go out of office.

Power to remove Director.

93.—The Company may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another qualified person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

When candidate for office of Director must give notice.

94.—No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting unless he or some other member intending to propose him has at least seven clear days before the meeting left at the office of the Company a notice in writing under his hand signifying his candidature for the office, or the intention of such member to propose him.

MANAGING DIRECTORS.

Power to appoint Managing Directors.

95.—The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the

Company, either for a fixed term, or without any limitation as to the period for which he or they is or are to hold office, and may from time to time remove or dismiss him or them from office, and appoint another or others in his or their place or places.

96.—A Managing Director shall not while he continues to hold that office be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

What provisions he will be subject to.

97.—The remuneration of a Managing Director shall from time to time be fixed by the Directors or by the Company in General Meeting, and may be by way of salary or commission or participation in profits or by any or all of those modes.

Remuneration of Managing Director.

98.—The Directors may, from time to time, entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of and substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

Powers and duties of Managing Director.

PROCEEDINGS OF DIRECTORS.

99.—The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall form a quorum. The Chairman alone, or any two of the Directors, may at any time, and the Secretary upon the request of the Chairman, or any two of the Directors, shall convene a meeting of the Directors. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairman shall have a second or casting vote. A Director who is not in the United Kingdom will not be entitled to notice of a meeting of Directors.

Meetings of Directors.
Quorum, &c.
No notice to Director abroad.

Chairman.

100.—The Directors may elect a Chairman of their meetings, and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.

Power of meeting.

101.—A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under regulations of the Company for the time being vested in or exercisable by the Directors generally.

Power to appoint committees and to delegate.

102.—The Directors may delegate any of their powers to committees, consisting of such member or members of their body 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.

Proceedings of Committees.

103.—The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding clause.

When acts of Directors or Committee valid notwithstanding defective appointment, &c.

104.—All acts done at any meeting of the Directors, or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

Remuneration for extra service.

105.—If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate such Director, either by a fixed sum or by a percentage of profits or otherwise, as may be determined by the Directors, and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

MINUTES.

106.—The Directors shall cause minutes to be duly entered in ^{Minutes to be made.} books provided for the purpose

Of all appointments of officers.

Of the names of the Directors present at each meeting of the Directors and of any Committee of Directors.

Of all orders made by the Directors and Committee of Directors.

Of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees.

And any such minutes of any meeting of the Directors, or of any Committee, or of the Company, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding shall be receivable as *prima facie* evidence of the matters stated in such minutes.

POWERS OF DIRECTORS.

107.—The management of the business of the Company shall be vested in the Directors, and the Directors in addition to the powers, ^{General powers of Company vested in Directors.} and authorities by these presents expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute directed or required to be exercised or done by the Company in General Meeting, but subject, nevertheless, to the provisions of the statutes, and of these presents, and to any regulations from time to time made by the Company in General Meeting, provided that no such regulation shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

108.—Without prejudice to the general powers conferred by the last preceding clause, and so as not in any way to limit or restrict those powers and without prejudice to the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers that is to say power :— ^{Specific powers given to Directors.}

- (1) To pay the costs, charges, and expenses preliminary and incidental to the promotion, formation, establishment, and registration of the Company. ^{To pay preliminary expenses.}

To acquire property.

- (2) To purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorised to acquire at or for such price or consideration, and generally on such terms and conditions as they think fit.

To pay for property in shares, debentures, &c.

- (3) At their discretion to pay for any property, rights, or privileges acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon, and any such bonds, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital, or not so charged.

To secure contracts by mortgage.

- (4) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage, or charge of all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they may think fit.

To appoint officers, &c.

- (5) To appoint, and at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their duties and powers, and fix their salaries or emoluments, and to require security in such instances, and to such amount as they think fit.

To accept surrender of shares.

- (6) To accept, from any member on such terms and conditions as shall be agreed, a surrender of his shares or stock or any part thereof.

To appoint trustees.

- (7) To appoint any person or persons (whether incorporated or not incorporated) to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of such trustees.

To bring and defend actions, &c.

- (8) To institute, conduct, defend, compound or abandon any legal proceedings by and against the Company or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for

payment or satisfaction of any debts due, and of any claims or demands by or against the Company.

- (9) To make and give receipts, releases, and other discharges ^{To give receipts.} for money payable to the Company, and for the claims and demands of the Company.
- (10) To determine who shall be entitled to sign on the Company's behalf bills, notes, receipts, acceptances, ^{To authorise acceptances, &c.} indorsements, cheques, releases, contracts, and documents on behalf of the Company.
- (11) To invest and deal with any of the moneys of the Company not immediately required for the purposes ^{To invest moneys.} thereof, upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investments.
- (12) To execute in the name and on behalf of the Company ^{To give security by way of indemnity.} in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale, and such other powers, covenants and provisions as shall be agreed on.
- (13) To give to any officer or other person employed by the Company a commission on the profits of any particular ^{To give percentages.} business or transaction or a share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company.
- (14) Before recommending any dividend to set aside out of the profits of the Company such sums as they think ^{To establish reserve fund.} proper as a reserve fund to meet contingencies or for equalising dividends, or for repairing, improving and maintaining any of the property of the Company, and for other purposes as the Directors shall in their absolute discretion think conducive to the interests of the Company and (subject to Clause 4 hereof) to invest the several sums so set aside upon such investments as they may think fit (including, if thought fit, debentures or debenture stock of the Company) and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and

to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund or any part thereof in the business of the Company, and that without being bound to keep the same separate from the other assets.

Bye-laws.

(15) From time to time to make, vary and repeal bye-laws for the regulation of the business of the Company, its officers and servants, or the members of the Company, or any section thereof.

May make contracts, &c.

(16) To enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company.

LOCAL MANAGEMENT.

Local management.

109.—The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether at home or abroad in such manner as they think fit, and the provisions contained in the three next following clauses shall be without prejudice to the general powers conferred by this clause.

Local boards.

110.—The Directors from time to time and at any time may establish any local board or agency for managing any of the affairs of the Company in any such specified locality or may appoint any persons to be members of such local board or managers or agents, and may fix their remuneration. And the Directors from time to time and at any time may delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Directors other than their power to make calls, and may authorise the members for the time being of any such local board or any of them to fill up any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

Powers of attorney.

111.—The Directors may at any time and from time to time, by power of attorney under the seal appoint any person or persons to be the attorney or attorneys of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those

vested in, or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit, and any such appointment may (if the Directors think fit) be made in favour of the members or any of the members of any local board established as aforesaid, or in favour of any company or of the members, directors, nominees or managers of any company, or firm, or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors, and any such power of attorney may contain such powers for the protection or convenience of persons dealing with such attorneys as the Directors may think fit.

112.—Any such delegates or attorneys as aforesaid may be Sub-delegation. authorised by the Directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them.

113.—The Company may exercise the powers conferred by the Seals Act, 1864. Companies Seals Act, 1864, and such powers shall accordingly be vested in the Directors. And the Company may cause to be kept in any colony in which it transacts business a branch register of members resident in such colony, and the word "colony" in this clause shall have the meaning assigned thereto by the Companies (Colonial Registers) Act, 1883, and the Directors may from time to time make such provisions as they may think fit respecting the keeping of any such branch register.

DIVIDENDS.

114.—Subject to the Memorandum of Association and as Dividends on ordinary shares. aforesaid the profits of the Company shall be divisible among the members holding ordinary shares in proportion to the capital paid up on the ordinary shares held by them respectively.

115.—Where capital is paid up in advance of calls upon the Capital paid up in advance of calls footing that the same shall carry interest, such capital shall not whilst carrying interest confer a right to participate in profits.

116.—The Company in General Meeting may declare a dividend Declaration of dividends. to be paid to the members according to their rights and interests in the profits.

Restriction on
amount of dividends.

117.—No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

Dividend to be paid
out of profits only
and not carry
interest.

118.—No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company.

What to be deemed
profits.

119.—The declaration of the Directors as to the amount of the profits of the Company shall be conclusive.

Interim dividends.

120.—The Directors may, from time to time, pay to the members on account of the next forthcoming dividend such interim dividends as in their judgment the position of the Company justifies.

Debts may be
deducted.

121.—The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

Power to retain
dividends on shares
of deceased or
bankrupt members.

122.—The Directors may retain the dividends payable upon shares or stock in respect of which any person is under the transmission clause entitled to become a member, or which any person under that clause is entitled to transfer until such person shall become a member in respect of such shares or stock or shall duly transfer the same.

Dividend to joint
holders.

123.—In case several persons are registered as the joint holders of any share or stock any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share or stock.

Transfers not to
pass dividends
declared before
registration.

124.—A transfer of shares or stock shall not pass the right to any dividend declared thereon before the registration of the transfer.

Notice of dividend.

125.—Notice of the declaration of any dividend, whether interim or otherwise, shall be given to the holders of registered shares and registered stock in manner hereinafter provided.

Dividends payable
by printed cheques.

126.—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled, or in case of joint holders to that one of them first named in the register in respect of the joint holding.

Every such cheque shall be made payable to the order of the person to whom it is sent.

ACCOUNTS.

127.—The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of the assets, credits, and liabilities of the Company. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit. Accounts to be kept.

128.—The Directors shall from time to time determine whether and to what extent and at what times and places, and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members, and no member shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by a resolution of the Company in General Meeting. Inspection by members.

129.—At the ordinary meeting in every year, except in the year 1897, the Directors shall lay before the Company a profit and loss account, and a balance-sheet containing a summary of the property and liabilities of the Company made up to a date not more than four months before the meeting from the time when the last preceding account and balance-sheet were made, or in the case of the first account and balance-sheet, from the incorporation of the Company. Annual account and balance sheet.

130.—Every such balance-sheet shall be accompanied by a report of the Directors, and the account, report, and balance-sheet shall be signed by two Directors, and countersigned by the Secretary. A printed copy of the above shall, at least seven days previous to the General Meeting, be delivered or sent by post to the registered address of every member, and two copies of each of these documents shall at the same time be forwarded to the Secretary of the Share and Loan Department, Stock Exchange, London. Annual report of Directors.

AUDIT.

131.—Once at least in every year except in 1897 the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance-sheet ascertained by one or more Auditor or Auditors. Accounts to be audited annually.

Auditors.

132.—The first Auditor or Auditors shall be appointed by the Directors. Subsequent Auditors shall be appointed by the Company at the Ordinary Meeting in each year. The remuneration of the first Auditors shall be fixed by the Directors, and of subsequent Auditors shall be fixed by the Company in General Meeting. Any Auditor quitting office shall be eligible for re-election. If one Auditor only is appointed all the provisions herein contained relating to Auditors shall apply to him. The Auditors may be members of the Company, but no person shall be eligible as an Auditor who is interested otherwise than as a member of the Company in any transaction thereof, and no Director or other officer shall be eligible during his continuance in office.

Casual vacancy.

133.—If any casual vacancy occurs in the office of Auditor the Directors shall forthwith fill up the same.

Appointment by Board of Trade.

134.—If no election of Auditors is made in manner aforesaid, the Board of Trade may, on the application of not less than five members of the Company, appoint an Auditor for the current year, and fix the remuneration to be paid to him for his services.

Auditors to report on account and balance-sheet.

135.—The Auditors shall be supplied with copies of the profit and loss account, and balance-sheet, intended to be laid before the Company in General Meeting, seven days at least before the meeting to which the same are to be submitted, and it shall be their duty to examine the same with the accounts and vouchers relating thereto, and to certify as to the accuracy thereof.

Inspection of books by Auditors.

136.—The Auditors shall at all reasonable times have access to the books and accounts of the Company.

When accounts to be deemed finally settled.

137.—Every account of the Directors, when audited and approved by a General Meeting, shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period, the account shall forthwith be corrected, and thenceforth shall be conclusive.

NOTICES.

How notices to be served on members.

138.—A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter, envelope or wrapper addressed to such member at his registered place of address.

139.—Each holder of registered shares or registered stock whose registered place of address is not in the United Kingdom, may from time to time notify in writing to the Company an address in the United Kingdom which shall be deemed his registered place of address within the meaning of the last preceding clause. Members resident abroad.

140.—As regards those members who have no registered place of address in the United Kingdom, a notice posted up in the office shall be deemed to be well served on them at the expiration of 24 hours after it is so posted up. Notice where no address.

141.—The holder of a share warrant shall not, unless it be otherwise expressed therein, be entitled in respect thereof to notice of any General Meeting of the Company. No notice to holders of share warrants.

142.—Any notice required to be given by the Company to the members or any of them, and not expressly provided for by these presents shall be sufficiently given if given by advertisement. Any notice required to be, or which may be given by advertisement shall be advertised once in two London daily newspapers. When notice may be given by advertisement.

143.—All notices shall with respect to any registered shares or registered stock, to which persons are jointly entitled be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all the holders of such shares or stock. Notice to joint holders.

144.—Any notice sent by post shall be deemed to have been served on the day following that on which the letter, envelope or wrapper, containing the same is posted, and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office. When notice by post deemed to be served.

145.—Every person who by operation of law, transfer or other means whatsoever shall become entitled to any share or stock shall be bound by every notice in respect of such share or stock which, previously to his name and address being entered on the register, shall be duly given to the person from whom he derives his title to such share or stock. Transferee, &c., bound by prior notices.

146.—Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased, and Notice valid though member deceased

whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares or registered stock, whether held solely or jointly with other persons, by such member, until some other person be registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs executors or administrators, and all persons (if any) jointly interested with him, or her in any such shares or stock.

How time to be counted.

147.—Where a given number of days notice, or notice extending over any other period, is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

Signatures for Company.

148.—The signature to any notice to be given by the Company may be written or printed.

WINDING-UP.

Distribution of assets in specie.

149.—If the Company shall be wound-up, the liquidators (whether voluntary or official) may with the sanction of an extraordinary resolution divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidators with the like sanction shall think fit.

Sale under Section 161 of the Companies Act, 1862.

150.—If at any time the liquidators of the Company shall make any sale or enter into any arrangement pursuant to Section 161 of the Companies Act, 1862, a dissentient member within the meaning of that section shall not have the rights thereby given to him, but instead thereof, he may by notice in writing addressed to the liquidators, and left at the office not later than 14 days after the date of the meeting at which the special resolution authorising such sale, or arrangement was passed, require them to sell the shares, stock, or other property option or privilege to which under the arrangement he would otherwise have become entitled, and to pay the net proceeds over to him, and such sale and payment shall be made accordingly. Such last-mentioned sale may be made in such manner as the liquidators think fit.

151.—Any such sale or arrangement, or the Special Resolution, Special provisions. conferring the same, may provide for the distribution or appropriation of the shares, cash, or other benefits to be received in compensation otherwise than in accordance with the legal rights of the contributories of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in case any such provision shall be made, the last preceding clause shall not apply to the intent that a dissentient member in such case may have the rights conferred on him by Section 161 of the Companies Act 1862.

INDEMNITY AND RESPONSIBILITY.

152.—Every Director, Manager, Secretary, and other officer or Indemnity. servant of the Company, shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay, all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or deed done by him as such officer or servant, or in any way in the discharge of his duties, including travelling expenses.

153.—No Director or other officer of the Company shall be Individual responsibility of Directors. liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of 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 bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss 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 dishonesty.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Richard D'Oyly Carte
Proprietor of the Savoy Theatre
4 Adelphi Terrace
Strand London

Helen D'Oyly Carte
4 Adelphi Terrace
London

Lucas D'Oyly Carte 4 Adelphi Terrace
Strand

Barister at Law

Imbert D'Oyly Carte 4 Adelphi Terrace
London
Gentleman

Mr Augustus Richardson
11 Battersea Rise
Clapham Junction
Accountant.

Richard Appender
87 St. Ermin's Mansions
Gentleman Westminster

Johnston
2 Grosvenor Court Chancery Lane
Director.

Dated this 18th day of August, 1897.

Witness to the above Signatures--

D. W. Steer
Clerk
Savoy Theatre
W.C.

DUPLICATE FOR THE FILE.

No. 53830



Certificate of Incorporation

OF THE

Savoy Theatre and Operas, Limited

I hereby Certify, That the

Savoy Theatre and Operas, Limited

is this day Incorporated under the Companies' Acts, 1862 to 1890³ and that the Company is Limited.

Given under my hand at London this Twenty first day of August One

Thousand Eight Hundred and Ninety seven

Fees and Deed Stamps £ 23.15/-

Stamp Duty on Capital £ 75

Ernest Sears

Assistant

Registrar of Joint Stock Companies.

Certificate received by

M. F. Hadgate

2 Craig's Court

Charing Cross.

Date

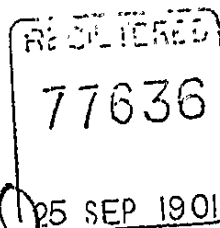
21st August 1897

[SEE BACK].

53830.

114

THE COMPANIES ACTS, 1862 TO 1900.



25 SEP 1901

Extraordinary Resolution

OF THE

SAVOY THEATRE & OPERAS, Ltd.

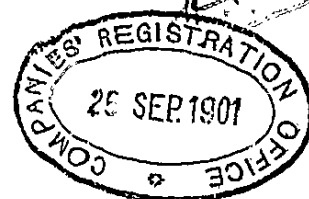
Passed 6th September, 1901.

At an EXTRAORDINARY GENERAL MEETING of the
said Company, duly convened and held at Beaufort House,
Strand, London, on the 6th day of September, 1901, the following
EXTRAORDINARY RESOLUTION was duly passed:—

RESOLUTION.

"That notwithstanding the provisions in clause 48 in the
Articles of Association contained limiting the amount
owing in respect of moneys borrowed or raised, the
Directors shall be at liberty, and they are hereby
authorized to borrow a further sum of Forty Thousand
Pounds (£40,000) upon such security and in such
manner as may to them seem expedient."

Richardson Secretary
25 Sept 1901
Richardson
Savoy Hotel





7 10
In the High Court of Justice
Chancery Division
The Vacation Judge
for Mr Justice Joyce

1903. J. No 0108

Stamp
 £1

Wednesday the 26th day of August 1903

W. Sheard
 Registered
 Reg. 66832
 28
 2 SEP 1903

In the Matter of the Savoy
Theatre and Operas Limited and
Reduced

Royal Court of Justice
 Entered
 2-Sep-1903
 W. Hayco
 Chancery Registrars Office

and
In the Matter of the Companies
Act 1867

and
In the Matter of the Companies
Act 1877.

UPON the Petition of the Savoy Theatre and Operas Limited and Reduced on the 4th August 1903 preferred unto this Court and upon hearing Counsel for the Petitioners and upon reading the said Petition, the Masters Certificate dated the 1st August 1903 dispensing with the Certificate of debts and claims, The London Gazette of the 4th August 1903 and the following Newspapers namely: the Times of the 14th August 1903, the Standard of the 14th August 1903 and the Daily Telegraph of the 14th August 1903 each containing an Advertisement of a Notice that the said Petition was to be heard this day, the affidavit of Richard Arthur Handcock and George Augustus E. Richardson both filed the 29th July 1903

Petition Filed
 C.E.

Original produced

and the Exhibits therein respectively referred to.

This Court doth in conformity with the provisions of the Companies Acts 1867 and 1877 hereby confirm the cancellation and reduction of the Capital of the Savoy Theatre and Operas Limited and Reduced resolved on or effected by the Special Resolution passed at an Extraordinary General Meeting of the said Company held on the 10th June 1903 and confirmed at an Extraordinary General Meeting held on the 25th June 1903 and which Resolution was in the words and figures following, that is to say: "That the Capital of the Company be reduced to £41,250 divided into 7500 shares of £5-10-0 each, and that such reduction be effected by cancelling paid up Capital which has been lost or is unrepresented by available assets to the extent of £4-10-0 per share on each of the 7500 shares of £10 each in the Capital of the Company" And it is Ordered that the words "and Reduced" form part of the name of the said Company for one month from the date of this Order. And this Court doth approve of the Minute set forth in the Schedule hereto. And it is Ordered that this Order be produced to the Registrar of Joint Stock Companies. And it is Ordered that a copy of this Order be delivered to him together with the said Minute. And it is Ordered that Notice of the registration of this Order and of the said Minute be published as follows, that is to say:- once each in The London Gazette, The Times, The Standard, and The Daily Telegraph.

A. G. J.

The Schedule above referred to.



The Capital of the Savoy Theatre and Operas Limited and Reduced henceforth is £41,250 divided into 7500 Shares of £5-10-0 each instead of the original Capital of £75000 divided into 7500 Shares of £10 each

A. G. J.

(L. S.)

We certify this Copy to be a true copy of the Duplicate Order as passed and entered.

Dated this 21st day of September 1903.

Fladgate & Co

Solicitors for the Petitioners

In the High Court of Justice
Chancery Division
The Vacation Judge
for M^r Justice Joyce

Dated 26th August 1903

Re Savoy Theatre & Opera
Limited and Reduced

— and —

Re Companies Act 1867

— and —

Re Companies Act 1877.

Copy Order made
on Petition for reduction of
Capital.

62

Fladgate & Co
2 Craig Court
S.W.

DUPLICATE FOR THE FILE.

No. 53830 C.



Certificate of Registration
OF
ORDER OF COURT AND MINUTE
ON
REDUCTION OF CAPITAL.

The Savoy Theatre and Operas

Limited,

having by Special Resolution Reduced its Capital, as confirmed by an Order of the High Court of Justice, Chancery Division, bearing date the 26th day of August 1903

I hereby Certify the Registration of the said Order and of a Minute, showing the present capital and shares of the Company, as fixed by the said Order.

Given under my hand at London, this Second day of September.
One Thousand Nine Hundred and three.

Ernest Davies

Registrar of Joint Stock Companies.

Certificate received by

W. J. Parker for
Hadgate & Co.

Date 14th September 1903

By No 53830

37

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THE COMPANIES ACTS 1908 TO 1917.

COMPANY LIMITED BY SHARES.



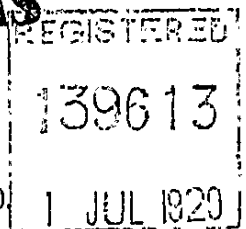
Special Resolution

OF

THE SAVOY THEATRE AND OPERAS Limited.

Passed June 8th, 1920.

Confirmed June 23rd, 1920.



AT AN EXTRAORDINARY GENERAL MEETING of the Members of the said Company, duly convened and held at the Savoy Hotel, in the County of London, on the 8th day of June, 1920, the following SPECIAL RESOLUTION was duly passed, and at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly convened and held at the same place, on the 23rd day of June, 1920, the following SPECIAL RESOLUTION was duly confirmed:—

RESOLUTION:

"That the name of the Company be changed to
Savoy Theatre, Limited."

Dated this 24th day of June, 1920.

By Order,

RICHARD COLLET,

Secretary.

Certified as correct.

J. D. W. White
Chairman
Savoy Theatre & Operas Ltd

Filed by: J. D. W. White



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53830

L K 57

[C. No. 92.]

It is requested that any reply to this letter may be addressed to the Comptroller of the Companies Department, Board of Trade, 55, Whitehall, London, S.W.1. (Telegraphic Address: "Companies, Parl, London," Telephone Number:—Victoria 1364), and that the following number be quoted:— 4493.

BOARD OF TRADE,

9th July 1920.



Sir,

~~THE SAVOY THEATRE AND OPERAS, LIMITED~~

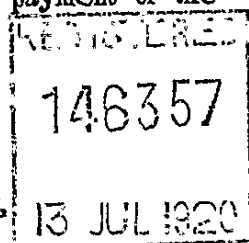
With reference to your application of the 1st July, I am directed by the Board of Trade to inform you that they approve of the name of the above-named Company being changed to "SAVOY THEATRE, LIMITED".

This communication should be tendered to the Registrar of Joint Stock Companies, Somerset House, Strand, W. C. 2, as his authority for entering the new name on the Register, and for issuing his Certificate under Section 8 (4) of the Companies (Consolidation) Act, 1908. A Postal Order for 5/-, made payable to the Commissioners of Inland Revenue, must at the same time be forwarded to the Registrar in payment of the Registration fee.

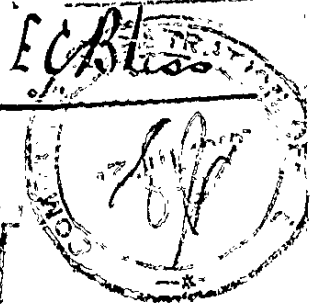
Ans

I am, Sir,

Your obedient Servant,

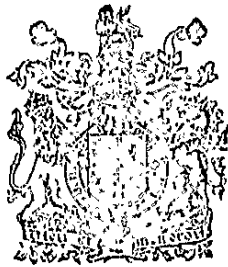


The Secretary,
The Savoy Theatre & Operas, Limited,
Savoy Hotel,
Strand, W.C.2.



3

No. 53830



Certificate of Change of Name.

I hereby Certify, That the
Savoy Theatre and Operas, Limited

having, with the sanction of a Special Resolution of the said Company, and with the approval of the BOARD OF TRADE, changed its name, is now called the

Savoy Theatre, Limited

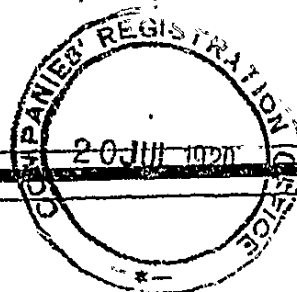
and I have entered such new name on the Register accordingly.

Given under my hand at London, this *Thirteenth* day of *July*
One Thousand Nine Hundred and *Twenty*

For  SAVOY THEATRE LIMITED, Registrar of Joint Stock Companies.

Certificate received by *Richard Collet*

Date *17-7-20*



5-3830/48

K

SPECIAL RESOLUTION

— OF —

SAVOY THEATRE LIMITED.



REGISTERED
6 SEP 1929

Passed the 12th day of August, 1929.

Confirmed the 28th day of August, 1929.

At an EXTRAORDINARY GENERAL MEETING of the Members of the said Company, duly convened, and held at the SAVOY HOTEL, LONDON, W.C., on MONDAY, the 12th day of August, 1929, the following EXTRAORDINARY RESOLUTION was duly passed; and at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly convened, and held at the same place on WEDNESDAY, the 28th day of August, 1929, the following RESOLUTION was duly confirmed:—

Article 48 of the Company's Articles of Association be cancelled and the following Article should be substituted:—

48. The Directors may from time to time at their discretion borrow or secure the payment of any sum or sums of money for the purposes of the Company, provided that the Directors shall not without the sanction of a General Meeting of the Company so borrow any sum of money which will make the amount borrowed by the Company and then outstanding exceed the sum of £200,000. Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

W. Lewis Smith
Chairman.

Files by
Hodgkin & Co
18 Pall Mall
London W1,
K.L.F., LTD, LONDON,

96



53830

K9

THE COMPANIES ACT, 1929.

SPECIAL RESOLUTION

— OF —

SAVOY THEATRE, LIMITED.



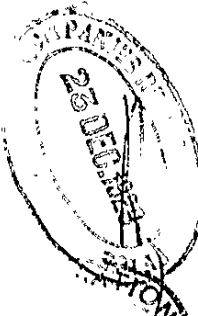
At an EXTRAORDINARY GENERAL MEETING of the Members of the said Company, duly convened, and held at the Savoy Hotel, Strand, London, W.C.2, on Tuesday, December 17th, 1929, the following SPECIAL RESOLUTION was passed:—

That Article 48 of the Company's Articles of Association (as substituted by Special Resolution passed and confirmed on the 12th and 28th day of August 1929 respectively) be cancelled and the following Article substituted:—

48. The Directors may from time to time at their discretion borrow or secure the payment of any sum or sums of money for the purposes of the Company, provided that the Directors shall not without the sanction of a General Meeting of the Company so borrow any sum of money which will make the amount borrowed by the Company and then outstanding exceed the sum of £250,000. Nevertheless no lender or other person dealing with the Company shall be concerned to see or enquire whether this limit is observed.

Filed by
H. J. G. G. G.
18 Pall Mall
NW1

J. D. G. G. G.
Chairman.



THE COMPANIES ACTS 1948 TO 1980

Declaration by old public company that it does not meet the requirements for a public company

Pursuant to section 8(9) of the Companies Act 1980

Please do not
write in this
binding margin



Please complete
legibly, preferably
in black type, or
bold block
lettering

For official use

Company number

124

53830

Name of company

SAVOY THEATRE

Limited

I, K.P.J. Strange

of 51 Dudley Avenue, Kenton, Middlesex

*delete as
appropriate

being [the Secretary] [~~a Director~~]* of the above named company do solemnly and sincerely declare:
that the company does not at the time of this Declaration satisfy the conditions
specified in section 8(11) of the Companies Act 1980

And I make this solemn Declaration conscientiously believing
the same to be true and by virtue of the provisions of the
Statutory Declaration Act 1835

Declared at

2 Savoy Hill London WC2R

Signature of Declarant

the

5th

day of

April

One thousand nine hundred and

eighty two

before me

A. K. P. J. Strange

A Commissioner for Oaths or Notary Public or Justice of the Peace
or Solicitor having the powers conferred on a Commissioner
for Oaths

Presentor's name, address and
reference (if any):

Slaughter and May,
35 Basinghall Street,
London EC2V 5DB.

(AWM/RBW)

For official use
General section



FILE COPY



CERTIFICATE STATING COMPANY IS A PRIVATE COMPANY

No. 53830

I hereby certify that

SAVOY THEATRE LIMITED

is, with effect from 21ST APRIL 1982 a private company
within the meaning of the Companies Act 1980.

Dated at Cardiff the 21ST APRIL 1982

A handwritten signature in ink, appearing to be 'J. J. Jones' or similar, written over a horizontal line.

Assistant Registrar of Companies

C 457