



**Statutory Declaration of compliance
with requirements on application
for registration of a company**

Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use

[] [] [] []

For official use

25-8-89

Name of company

* BOLTWOOD LIMITED

* insert full
name of Company

I, MICHAEL NORMAN CLAFF
of 120 EAST ROAD, LONDON, N1 6AA

† delete as
appropriate

do solemnly and sincerely declare that I am an authorised signatory of CR Secretaries Limited named as : secretary of the company in the statement delivered to the registrar under section 10(2)† and that all the requirements of the above Act in respect of the registration of the above company and of matters precedent and incidental to it have been complied with, And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at 27 ETCHINGHAM COURT,
LONDON, N3

Declarant to sign below

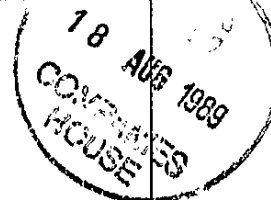
the 17th day of August
One thousand nine hundred and eighty-nine
before me W.K. PHILLIPS
Solicitor

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):

For official Use
New Companies Section

Post room



G

COMPANIES FORM No. 10

Statement of first directors and secretary and intended situation of registered office

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 8)

For official use

Name of company

* insert full name
of company

*	BOLTWOOD	LIMITED
---	----------	---------

The intended situation of the registered office of the company on incorporation is as stated below

120 EAST ROAD	
LONDON, N1 6AA	
Postcode	

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below

X

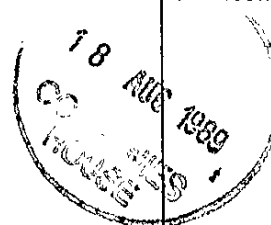
CAPITAL COMPANY SERVICES LIMITED	
120 EAST ROAD,	
LONDON	
Postcode	N1 6AA

Number of continuation sheets attached (see note 1)

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

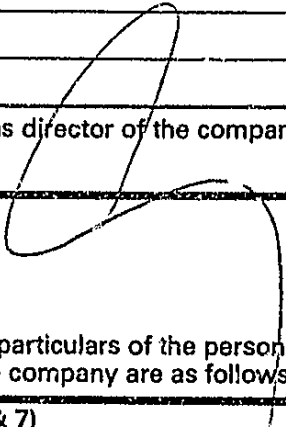
For official Use
General Section

Post room



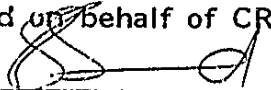
The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows.

Please do not write in this margin

Name (note 3) MICHAEL NORMAN CLAFF		Business occupation DIRECTOR
Previous name(s) (note 3)		Nationality BRITISH
Address (note 4) 120 EAST ROAD,		Date of birth (where applicable) (note 6)
LONDON,		
Postcode	N1 6AA	
Other directorships † CAPITAL COMPANY SERVICES LIMITED		
I consent to act as director of the company named on page 1		
Signature 		Date 17 AUG 1989

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7) CR SECRETARIES LIMITED	
Previous name(s) (note 3)	
Address (notes 4 & 7) 120 EAST ROAD,	
LONDON,	
Postcode	N1 6AA
I consent to act as secretary of the company named on page 1	
For and on behalf of CR SECRETARIES LIMITED	
Signature 	Authorised Signatory Date 17 AUG 1989

p.p. CAPITAL COMPANY SERVICES LIMITED	
Signature of agent on behalf of subscribers 	Date 17 AUG 1989

Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date
Signed	Date

MEMORANDUM OF ASSOCIATION



247284

OF

BOLTWOOD LIMITED

1. The Company's name is **BOLTWOOD LIMITED**
2. The Company's Registered Office is to be situated in England.
3. The Company's objects are:-
 - A. To carry on business throughout the world as manufacturers, wholesalers, agents, factors, retailers, distributors, importers and exporters of goods, raw materials, materials, consumables and finished products of any and every description, to carry on business as advertising agents, air conditioning and ventilation engineers, antique dealers, builders, builders merchants, butchers, caravan dealers, car hire and taxi operators, carpenters and joiners, caterers, restaurant proprietors, chemists, civil engineers, cleaning contractors, clothiers, commodity dealers, computer bureau operators, conference organisers, design engineers, driving school operators, dry cleaners, electricians, engineers, employment agency proprietors and estate agents, to deal as aforesaid in carpets, ceramics, chemicals, clothing, confectionery, cosmetics, frozen foods, fancy goods, handbags, metals and motor accessories, to carry on business as farmers, film and television film makers, financial and investment consultants, fishmongers, flooring contractors, florists, furniture manufacturers, garage, proprietors, coach builders, glaziers, grocers, greengrocers, hairdressers, haulage, freight and shipping contractors, insurance agents, interior designers, ironmongers, jewellers, kitchen planners, landscape gardeners, launderette operators, mail order distributors, management consultants, metal platers and polishers, motor dealers, music publishers, machinery and tool distributors, newsagents, tobacconists, nominees, trustees, nursing home, hotel and off licence proprietors, opticians, photographers, plant hire contractors, plumbers, precision engineers, printers, public relations consultants, public house proprietors, publishers, record producers, recording studio proprietors, roofing and scaffolding contractors, ship charterers, stock and share dealers, theatrical agents, timber merchants, travel agents and turf accountants, to deal as aforesaid in office equipment, packaging products, patents, plastic goods, plastics, records, cassettes and video tapes, sectional buildings, shoes, boots, sports equipment, sports clothing, swimming pools, textiles, toys, wines, spirits and household goods, and to carry on any other trade or business whatsoever which can be advantageously carried on in connection with the aforesaid activities.

NW 2 540X6

- B. To carry on any other business which, in the opinion of the Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company and is calculated to enhance the value of the Company's property.
- C. To guarantee or give security for the payment or performance of any contracts, debts, or obligations of any person, company or firm, for any purpose whatsoever, and to act as agents for the collection, receipt or payment of money and generally to give any guarantee, security or indemnity.
- D. To take on lease, purchase or in exchange, hire or otherwise acquire and hold for any interest or estate any buildings, lands, easements, privileges, rights, concessions, patent rights, patents, secret processes, licences, machinery, plant, stock-in-trade, and any real or personal property of any kind convenient or necessary for the purpose of or in connection with the Company's business or any department or branch thereof.
- E. To apply for, purchase or otherwise acquire and hold any patents, licences, concessions, brevets d'invention, copyrights and the like, conferring any right to use or publish any secret or other information and to use, develop, exercise, or grant licences in respect of the property, rights and information so acquired.
- F. To erect, build, construct, or reconstruct, lay down, alter, enlarge and maintain any factories, buildings, works, shops, stores, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the construction, erection and maintenance of any of the aforesaid.
- G. To subscribe for, take, purchase or otherwise acquire and hold, sell, deal with or dispose of any share, stocks, debentures, debenture stocks, bonds, obligations and securities, guaranteed by any Company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations and securities guaranteed by any Government or Authority, Municipal, Parochial, Local or otherwise, within and without the United Kingdom and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to enforce and exercise all rights and powers conferred by the ownership thereof.
- H. To promote by way of advertising the products and services of the Company in any manner and to reward customers or potential customers and to promote and take part in any scheme likely to benefit the Company.
- I. To borrow or raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and of or any of the real or heritable and personal or moveable property (present or future) and the uncalled capital for the time being of the Company or by the creation and issue of debenture stocks, debentures or other obligations or securities of any description.
- J. To support, guarantee and/or secure either with or without

consideration the payment of any debenture stock, debentures, dividends, shares or moneys or the performance of engagements or contracts of any other Company or person and in particular (but without prejudice to the generality of the foregoing) of any Company which is, for the time being, the Company's holding company as defined by Section 736 of the Companies Act, 1985 or another subsidiary, as defined by the said section, of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to issue debentures and debenture stock and collaterally or further to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint venture arrangement with any person, persons, firm or company.

- K. To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the stocks, shares or securities of any company of or in which the Company is a member or is otherwise interested.
- L. To take part in the management, formation, control or supervision of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, experts or agents.
- M. To employ experts to examine and investigate into the character, prospects, value, condition and circumstances of any undertakings and business concerns and generally of any property, assets or rights.
- N. To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments; to receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- O. To promote or establish or concur in promoting or establishing any other company whose objects shall include the taking over of or the acquisition of all or any of the assets or liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to hold, acquire, dispose of stocks, shares or securities issued by or any other obligations of any such company.
- P. To deal with and invest the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- Q. To accept payment for any rights or property sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in partly or fully paid-up shares or stock of any corporation or company, with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or in mortgages or debentures or other securities of any corporation or company or partly in one mode and partly in another, and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any stock, shares or securities so acquired.

- R. To enter into any partnership or amalgamate with or enter into any arrangement for sharing profits, interests, or co-operative or enter into co-operation with any company, person or firm carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as to benefit this Company, whether directly or indirectly and to acquire and hold, deal with, sell or dispose of any stock, shares or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, otherwise assist or subsidise, any such company.
- S. To pay for any right or property acquired by the Company either in cash or partly or fully paid-up shares with or without deferred or preferred or special rights or restrictions in respect of repayment of capital, dividend, voting or otherwise, or by any securities which the Company has power to issue, and generally on such terms and conditions as the Company may determine.
- T. To develop, improve, manage, sell, turn to account, let on rent, royalty, exchange, share of profits or otherwise, grant easements, licences and other rights in or over, and in any other manner dispose of or deal with the undertaking and all or any of the assets and property for the time being of the Company for such consideration as the Company may think fit.
- U. To acquire, purchase, take over and undertake part or all of the business, property, assets, liabilities and engagements of any firm, person or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests generally.
- V. To aid in the support and establishment of any educational, scientific, religious or charitable institutions or trade associations or societies, whether such associations, societies or institutions be solely connected with the business carried on by the Company or its predecessors in business or not, and to maintain and institute any club, society or other organisation.
- W. To grant pensions, gratuities, allowances and bonuses to employees or ex-employees, officers or ex-officers of the Company or its predecessors in business or the dependents of such persons and to maintain and establish or concur in maintaining funds, trusts or schemes, (whether contributory or non-contributory) with a view to providing pensions or other funds for any such persons or their dependents as aforesaid.
- X. To distribute in specie any of the shares, debentures or securities of the Company or any proceeds of sale or disposal of any property of the Company between the members of the Company in accordance with the rights, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- Y. To do all or any of the above things in any part of the world, either alone as principals, or as agents, trustees, sub-contractors or otherwise.
- Z. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

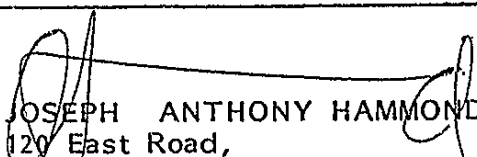
It is hereby declared that the objects of the Company as specified in each of the foregoing sub-clauses of this Clause shall be separate and distinct objects of the Company and shall not in any way be limited by reference to any other sub-clauses or the order in which the same occur. The widest interpretation shall be given to the objects contained in each sub-clause of this Clause and shall not save where the context expressly so requires be in any way restricted or limited by inference from or reference to any other object or objects set forth in such sub-clause or from the terms of any other sub-clause. None of such sub-clause or the objects mentioned therein or the powers thereby conferred shall be deemed ancillary to or subsidiary to the powers or objects specified in any other sub-clause.

4. The liability of the members is limited.
5. The share capital of the Company is One Thousand Pounds divided into One Thousand Shares of £1 each.

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

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber


JOSEPH ANTHONY HAMMOND
120 East Road,
London, N1 6AA

ONE

CHARTERED SECRETARY

RAYMOND PAUL KALMAN
120 East Road,
London, N1 6AA



ONE

COMPANY SECRETARY

Dated this 1st

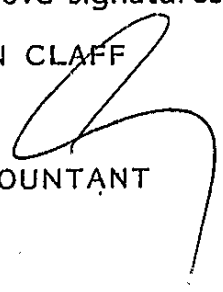
day of August

1989

WITNESS to the above signatures:-

MICHAEL NORMAN CLAFF
120 East Road,
London, N1 6AA

CHARTERED ACCOUNTANT



ARTICLES OF ASSOCIATION

OF

BOLTWOOD LIMITED

PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Act 1985 (hereinafter referred to as "the Act") and subject as hereinafter provided the regulations contained or incorporated in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter referred to as Table A), shall apply to the Company. Reference to any provision of the Act shall where the context so admits be construed as and include a reference to such provision as modified by any statute for the time being in force.
2. Regulations 8, 23, 24, 61, 64, 73, 74, 75, 80, 81, 84, 89, 95, 97 and 118 of Table A shall not apply to the Company, but the Articles hereinafter contained, together with the remaining regulations of Table A, but subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES

3. Sections 89 to 94 inclusive of the Companies Act 1985 shall apply to the Company in their entirety. Any Shares not accepted pursuant to the procedure set out therein shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit; provided that in the case of shares not accepted as aforesaid such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members.

4. Subject to Article 3 hereof, the Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985, to allot shares up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of incorporation.

LIEN ON PARTLY PAID SHARES

5. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.

SHARE TRANSFERS

6. The Directors may in their absolute discretion, and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.
7. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares which are not fully paid up, the instrument of transfer shall in addition be signed by or on behalf of the transferee.

DIRECTORS

8. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than one nor more than five. If at any time and from time to time there shall be only one Director of the Company, such Director may act alone in exercising all the powers and authorities vested in the Directors. The first Director or Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies in accordance with the Act.

9. Any Director may by notice in writing signed by him and deposited at the registered office of the Company appoint an alternate Director to act on his behalf. Such alternate Director must be either a Director of the Company, or a person approved by resolution of all the Directors for the time being of the Company. Every alternate Director shall during the period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat as a Director, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as a Director. A Director who is also an alternate Director shall be entitled, in addition to his own vote, to a separate vote on behalf of the Director whom he is representing.
10. The office of a Director shall be vacated if:
- a. by notice in writing delivered to the Company at its Registered Office, or tendered at a meeting of the Directors, he resigns the office of Director; or
 - b. he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - c. he is, or may be, suffering from mental disorder and either
 - i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - d. he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.

MANAGING DIRECTORS AND MANAGERS

11. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment, subject to the payment to him of such compensation or damages as may be payable to him by reason thereof, shall be automatically terminated if he cease from any cause to be a Director.
12. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

PROCEEDINGS OF DIRECTORS

13. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall, when one Director only is in office, be one, and shall, when more than one Director is in office, be two.

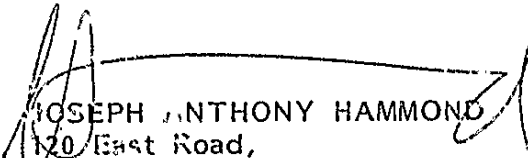
SECRETARY

14. The first Secretary of the Company shall be the person named in the statement delivered to the Registrar of Companies pursuant to the Act.

INDEMNITY

15. Subject to the provisions of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.


NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS


JOSEPH ANTHONY HAMMOND
120 East Road,
London, N1 6AA

CHARTERED SECRETARY

RAYMOND PAUL KALMAN
120 East Road,
London, N1 6AA

COMPANY SECRETARY

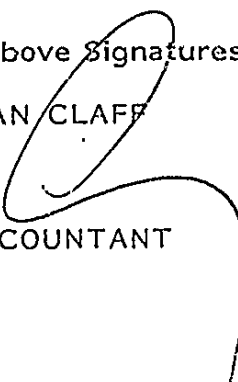


Dated this 1st day of August 1989

WITNESS to the above Signatures:-

MICHAEL NORMAN CLAFF
120 East Road,
London, N1 6AA

CHARTERED ACCOUNTANT



FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

No. 2417284

I hereby certify that

BOLTWOOD LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 25 AUGUST 1989

Mrs. M. Moss
MRS. M. MOSS

an authorised officer

COMPANY NO.: 2417284

The Companies Act 1985
Company Limited by Shares

SPECIAL RESOLUTIONS

OF

BOLTWOOD LIMITED

At an Extraordinary General Meeting of the Company duly convened
and held at the registered office of the company
the following Resolutions were duly passed as SPECIAL RESOLUTIONS
of the Company, viz:

RESOLUTIONS

Passed the 4th day of September 19 89

1. That, subject to the consent of the Secretary of State for Trade
and Industry, the name of the Company be changed to:-

ROCKY HORROR COMPANY LIMITED

2. That Clause 1 of the Memorandum of Association of the Company
be amended to show the new name of the Company.

CHAIRMAN

Barz 2/40
024206



Capital Company Services Limited
120 East Road
London N1 6AA

FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 2417284

I hereby certify that

BOLTWOOD LIMITED

having by special resolution changed its name,

is now incorporated under the name of

ROCKY HORROR COMPANY LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the 15 SEPTEMBER 1989

F. A. Joseph.

F. A. JOSEPH

an authorised officer



COMPANIES FORM No. 224

Notice of accounting reference date
(to be delivered within 6 months of
incorporation)**224**Please do not
write in
this margin

Pursuant to section 224 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--	--

2417284

Name of company

* Insert full name
of company

BOLTWOOD LIMITED

gives notice that the date on which the company's accounting reference period is to be treated as
coming to an end in each successive year is as shown below:**Important**
The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3 | 1 | 1 | 0

5 April
Day Month

0 | 5 | 0 | 4

30 June
Day Month

3 | 0 | 0 | 6

31 December
Day Month

3 | 1 | 1 | 2

† Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation† (Secretary)

Date 04.09.89.

Presenter's name address and
reference (if any):Nyman Libson, Paul & Co.,
124 Finchley Road,
London, NW3 5JS.
1427/1For official Use
General Section

Post room

Company No. 2417284

The Companies Act 1985
Company Limited by Shares

SPECIAL RESOLUTION

OF

BOLTWOOD LIMITED

At an Extraordinary General Meeting of the Company duly convened and held at
120 East Road, London, N1 6AA on 4th September 1989
the following Resolution was duly passed as a SPECIAL RESOLUTION of the Company,
viz:

RESOLUTION

THAT Clause 3A of the Memorandum of Association of
the Company be and is hereby duly deleted and the
Clause 3A as attached hereto be substituted therefor.


CHAIRMAN



MEMORANDUM OF ASSOCIATION

OF

ROCKY HORROR COMPANY LIMITED

1. The Company's name is Rocky Horror Company Limited.*
2. The Company's Registered Office is to be situated in England.
3. The Company's objects are:-
 - A. To purchase, own, exploit and grant licences whether by copyright, performing rights or any other rights whatsoever attached to any and every form or type of entertainment throughout the world generally and to purchase, take on lease, rent or in exchange or otherwise acquire any plant, machinery, equipment, assets or properties of any and every description as may be considered necessary for the purpose of carrying on the business of the Company and to loan and advance money to persons firms or bodies having dealings with the Company on such terms and for such periods of time as the Company may from time to time determine to carry on business within and without the United Kingdom as manufacturers, wholesalers, factors, retailers, distributors, agents and importers and exporters of goods, materials and finished products of any and every description; to purchase, take on lease, rent or in exchange or otherwise acquire any assets or property of any and every description as may be necessary for the purposes of carrying on the aforesaid businesses; to deal generally in raw materials and consumables of every description; to carry on business as financiers industrial bankers and to loan and advance money to persons, firms or companies having dealings with the Company; to provide such services as may be required by persons having dealings with the Company or any description and to carry on any other trade or business whatsoever which can in the opinion of the Company be conveniently or advantageously carried on in connection with or by way of extension of any such business or trade or is calculated indirectly or directly to develop any branch of the business or activities of the Company to increase the value of or turn to account any of the Company's rights property or assets.

*Name changed from BOLTWOOD LIMITED by Special Resolution passed
4th September 1989.

COMPANY NO.: 2417284

The Companies Act 1985
Company Limited by Shares

SPECIAL RESOLUTION

OF
BOLTWOOD LIMITED

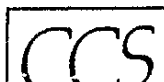
At an Extraordinary General Meeting of the Company duly convened
and held at The Registered Office
the following Resolution was duly passed as a SPECIAL RESOLUTION
of the Company, viz:

RESOLUTION

Passed the 4th day of September 1989

- - - THAT the Articles of Association of the Company
be and are hereby duly deleted and that the
Articles of Association as attached hereto be and
are hereby duly substituted therefor for the
exclusion of all previous Articles of Association
of the Company.

CHAIRMAN



Capital Company Services Limited
1/3 Leonard Street City Road

ARTICLES OF ASSOCIATION

OF

ROCKY HORROR COMPANY LIMITED

PRELIMINARY

1. The Company shall be a private company within the meaning of the Companies Act 1985 (hereinafter referred to as "the Act") and subject as hereinafter provided the regulations contained or incorporated in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter referred to as Table A), shall apply to the Company. Reference to any provision of the Act shall where the context so admits be construed as and include a reference to such provision as modified by any statute for the time being in force.
2. Regulations 8, 23, 24, 61, 64, 73, 74, 75, 80, 81, 84, 89, 95, 97, and 118 of Table A shall not apply to the Company, but the Articles hereinafter contained, together with the remaining regulations of Table A, but subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

SHARES

3. Sections 89 to 94 inclusive of the Companies Act 1985 shall apply to the Company in their entirety. Any Shares not accepted pursuant to the procedure set out therein shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit; provided that in the case of shares not accepted as aforesaid such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members.

4. Subject to Article 3 hereof, the Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985, to allot shares up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of incorporation.

LIEN ON PARTLY PAID SHARES

5. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.

SHARE TRANSFERS

6. The instrument of transfer of a fully paid share shall be signed by or on behalf of the transferor and in the case of shares which are not fully paid up, the instrument of transfer shall in addition be signed by or on behalf of the transferee.

TRANSFER AND TRANSMISSION OF SHARES

7. (a) No shares in the Company shall be transferred to a person not falling within the exceptions mentioned in sub-clause (e)(iv) hereof so long as any Member of the Company may be willing to purchase such shares at a fair value to be ascertained as hereinafter mentioned.
- (b) If any Member desires to sell or transfer his shares or any of them to a person not a transferee falling within the said exceptions he shall notify his desire to the Secretary of the Company by sending him a notice in writing (hereinafter called a "Transfer Notice") to the effect that he desires to sell or transfer such shares. The said Transfer Notice shall specify the number of shares for sale or transfer and may name the price at which the selling Member is willing to sell. The receipt by the Secretary of the said Transfer Notice shall constitute an authority to him to offer the shares for sale at a fair value ascertained as hereinafter mentioned.
- (c) The Secretary shall forthwith upon receipt of a Transfer Notice from the selling Member cause a written notice to be sent to every other Member of the Company stating the number of shares for sale and the price at which the selling Member is willing to sell (if such price be named in the Transfer Notice) and shall invite each of such Members to give notice in writing within

twenty-eight days whether he is willing to purchase any, and if so what maximum number of shares and (if any price is named in the Transfer Notice) whether he is willing to pay the price at which the selling Member is willing to sell, (and if no price is so named) the maximum price per share he is prepared to pay if he wishes to impose a maximum price and shall state his willingness to pay to the Secretary ten per cent (10%) of the purchase price of such shares within fourteen days of written notice being given of the ascertainment of the purchase price as hereinafter mentioned. If any Member of the Company shall express his willingness to purchase as aforesaid but shall not be agreeable to the price named in the Transfer Notice or if no price is named in the Transfer Notice then the price at which all the shares named in the Transfer Notice shall be sold shall be settled by the Auditor of the Company (who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon all the parties and whose costs shall be discharged by the Company) on the basis of a fair value of such shares. If all the Members of the Company willing to purchase shall be agreeable to the price named in the Transfer Notice such price shall be deemed to be the fair value of the shares to be transferred. Forthwith upon the ascertainment of the said purchase price of the shares, the Secretary shall apportion such shares amongst those Members (if more than one) who shall have given notice to purchase the same as aforesaid and as far as may be pro rata according to the number of shares held by them respectively; provided that no Member shall be obliged to take more than the maximum of such shares which he has expressed his willingness to take in his answer to the said Transfer Notice, and no shares shall be apportioned to any relevant Member in the event of the said ascertained price exceeding the maximum price (if any) stated in the said answer of the said relevant Member. If the number of Members who have given notice to purchase any of such shares exceeds the number of shares to be sold the Secretary shall not apportion more than one of such shares to any one Member, and shall select as purchasers Members having larger holdings of shares in the Company in preference to Members having smaller holdings. The Secretary shall then notify the purchasing Members in writing the acceptance of the offer as aforesaid and shall call upon the purchasing Member or Members forthwith to pay the said deposit to him and shall supply him or them with details of the number of shares to be transferred to the Transferee and the price to be paid therefor. The said deposit shall be paid by the purchasing Member or Members within fourteen days of the notification being given by the Secretary of the ascertainment of the purchase price as hereinbefore

provided and the number of shares to be transferred to the purchasing Member and in the event of any default on the part of any purchasing Member to pay the said deposit within the said period of fourteen days the said deposit shall become a debt due to the selling Member who shall be entitled to retain the relative Share Certificate or Certificates free from any obligation to sell the same or any part thereof to the purchasing Member. The Secretary shall after the expiration of the said fourteen day period (whether or not any deposit has been paid) inform the selling Member of the names and addresses of the Members who desire to purchase his shares with full details of all deposits paid, the said ascertained price and the number of shares to be transferred to each and such selling Member shall be bound (unless the full deposit has not been paid by the proposed transferee) forthwith upon the expiration of forty two days from the said notification of price having been given by the Secretary to the purchasing Member to complete and execute a Transfer or Transfers to the purchasing Member or Members and shall deliver up the Transfer or Transfers and relative Certificates to the purchasing Member or Members in exchange for the purchase money less any deposit already paid to the Secretary. Where there are several purchasing Members the selling Member shall deliver his Share Certificates and Transfers to the Company and the Secretary shall retain the Share Certificates and shall certify on the Transfers that the relevant Share Certificates for the selling Member's shares have been duly lodged in the office of the Company.

- (d) If the Secretary shall be unable within one month after receipt of the Transfer Notice to find a purchaser for all the shares among the Members of the Company the selling Member shall be at liberty (subject only to sub-clause(e)(iv)hereof) at any time within four months from the date of the Transfer Notice, to sell or transfer such shares to any person though not a Member of the Company and provided that the terms of such sale or transfer are not less financially advantageous to the Transferor than had the shares been transferred at the said ascertained price as aforesaid to another or other of the Members of the Company.

- (e) (i) A Transfer Notice given under this clause shall not be revocable for a period of three months from the date it is received by the Company Secretary.

(ii) In the event of the death of any Member, unless the Personal Representatives transfer all the shares to the Member's spouse and/or issue within six months of receiving notice of this stipulation, the following

provisions shall have effect viz:-

Forthwith upon receipt of written notice by the Secretary of the death of any Member his Personal Representatives (whether then appointed or not) shall be deemed to have offered the shares held by the deceased Member at a price to be settled by the Auditor of the Company as hereinbefore provided and the provisions of sub-clause (i) of this clause shall apply mutatis mutandis as if the Personal Representatives were members in respect of such shares and had given a Transfer Notice to the Secretary of the Company as hereinbefore provided without naming a price SAVE THAT the Secretary shall invite every other Member of the Company to give notice within two months whether he is willing to purchase any and if so what maximum number of shares and THAT no deposit shall be payable and THAT the Transfer shall be completed within fourteen days of the appointment of the said Personal Representatives subject only to their interest as Personal Representatives being noted with the Company or within three months of the ascertainment of the said purchase price whichever event is the later.

(iii) In the event of the bankruptcy of any Member the persons becoming entitled to the shares of such Member in consequence of his bankruptcy shall be deemed to have offered such shares to the other Members of the Company at par, and the provisions of sub-clause (ii) of this clause shall apply mutatis mutandis as if the person entitled to such shares was a Member in respect of such shares and had given a Transfer Notice to the Secretary of the Company as hereinbefore provided.

(iv) The Directors may in their absolute discretion and without giving any reason decline to register any Transfer of shares, whether Fully Paid or not, to any person of whom they do not approve, PROVIDED ALWAYS that the Directors may not decline to register any transfer falling within any of the following categories or exceptions:-

(a) Any Transfer approved in writing by all the Members

(b) Any Transfer to a person who is a Member and who is the Beneficial Owner of the shares to be transferred

(c) Any Transfer by a Trustee to a beneficiary

(d) Any Transfer to new Trustees

(e) Any Transfer to the Trustees of a family settlement made by the Transferor (that is to say a settlement under which no one other than the Transferor, his spouse and issue (including issue not yet born) is entitled to a beneficial interest.)

(f) Any Transfer to a Member's spouse or issue (including issue not yet born)

PROVIDED that it be proved to the satisfaction of the Directors that the transfer bona fide falls within one of these exceptions and PROVIDED FURTHER THAT the Company shall not be bound to recognise any Trust that may be disclosed hereunder for the purposes of any other of the Articles of Association herein.

DIRECTORS

8. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than one nor more than five. If at any time and from time to time there shall be only one Director of the Company, such Director may act alone in exercising all the powers and authorities vested in the Directors. The first Director or Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies in accordance with the Act.
9. Any Director may by notice in writing signed by him and deposited at the registered office of the Company appoint an alternate Director to act on his behalf. Such alternate Director must be either a Director of the Company, or a person approved by resolution of all the Directors for the time being of the Company. Every alternate Director shall during the period of his appointment be entitled to notice of Meetings of Directors and in the absence of the Director appointing him to attend and vote thereat as a Director, but his appointment shall immediately cease and determine if and when the Director appointing him ceases to hold office as a Director. A Director who is also an alternate Director shall be entitled, in addition to his own vote, to a separate vote on behalf of the Director whom he is representing.
10. The office of a Director shall be vacated if:
 - (a) by notice in writing delivered to the Company at its Registered Office, or tendered at a meeting of the Directors, he resigns the office of Director; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

or he is, or may, be suffering from mental disorder and
either:

(i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

(ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

(d) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.

MANAGING DIRECTORS AND MANAGERS

11. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. His appointment, subject to the payment to him of such compensation or damages as may be payable to him by reason thereof, shall be automatically terminated if he ceases from any cause to be a Director.
12. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

PROCEEDINGS OF DIRECTORS

13. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall, when one Director only is in office, be one, and shall, when more than one Director is in office, be two.

SECRETARY

14. The first Secretary of the Company shall be the person named in the statement delivered to the Registrar of Companies pursuant to the Act.

INDEMNITY

15. Subject to the provisions of the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or Auditor of the

Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.



COMPANIES FORM No. 123

Notice of increase
in nominal capital

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

--	--	--

2417284

Name of company

*

ROCKY HORROR COMPANY LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 16th March, 1990 the nominal capital of the company has been
increased by £ 500 beyond the registered capital of £ 1,000

§ the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.§

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

THAT THE NEWLY CREATED ORDINARY SHARES OF £1 EACH SHALL
RANK PARI PASSU IN ALL RESPECTS WITH THE EXISTING
ORDINARY SHARES OF £1 EACH IN THE CAPITAL OF THE COMPANY.

Please tick here if
continued overleaf☐† Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation† (Secretary)

Date 16.03.90

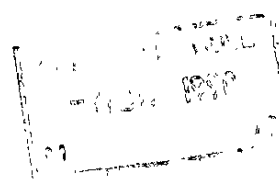
Presentor's name address and
reference (if any):

Nyman Libson, Paul & Co.,
124 Finchley Road,
London, NW3 5JS.

1427/1

For official Use
General Section

Post room



COMPANY NO: 2417284

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

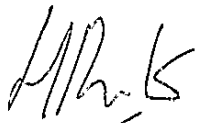
MEMBERS WRITTEN RESOLUTION

(pursuant to Regulation 53 in the Companies
(Tables A to F) Regulations 1985)

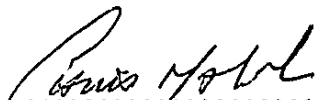
Effective date: 16.03.90

ROCKY HORROR COMPANY LIMITED

That the Authorised Share Capital of the Company
be and it is hereby increased to £1,500 by the
creation of 500 Ordinary shares of £1 each. The
newly created Ordinary shares shall rank pari
passu in all respects with the existing Ordinary
shares in the Capital of the Company.



.....
DIRECTOR, INDEPENDENT
THEATRICAL PRODUCTIONS LTD



.....
DIRECTOR, VIVA THEATRE
PRODUCTIONS LIMITED



COMPANY NO: 2417284

THE COMPANIES ACT 1985

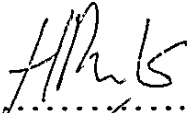
COMPANY LIMITED BY SHARES

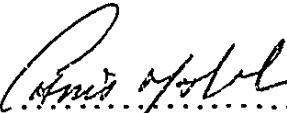
MEMBERS WRITTEN RESOLUTION

(pursuant to Regulation 53 in the Companies
(Tables A to F) Regulations 1985)
Effective date: 16.03.90

ROCKY HORROR COMPANY LIMITED

That, notwithstanding any provisions contained in the Company's Articles of Association, the Directors are hereby authorised for the purposes of Section 80 of the Companies Act 1985 to exercise the powers of the Company to allot shares to the amount of the Authorised but unissued Share Capital of the Company for the timebeing, and the Directors may allot, grant options over or otherwise dispose of such shares to such persons on such terms and in such manner as they think fit for a period not exceeding five years from the date of this Resolution.


.....
DIRECTOR, INDEPENDENT
THEATRICAL PRODUCTIONS LTD


.....
DIRECTOR, VIVA THEATRE
PRODUCTIONS LIMITED



COMPANY NO: 2417284

THE COMPANIES ACT 1985

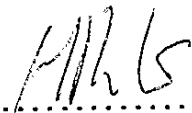
COMPANY LIMITED BY SHARES

MEMBERS WRITTEN RESOLUTION

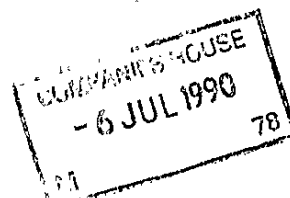
(pursuant to Regulation 53 in the Companies
(Tables A to F) Regulations 1985)
Effective date: 16.03.90

ROCKY HORROR COMPANY LIMITED

That, notwithstanding any pre-emption allotment rights contained in the Company's Articles of Association, and in accordance with the provisions contained in Section 91 of the Companies Act 1985, Sections 89(1) and 90 (1) to (6) inclusively of the Companies Act 1985 are excluded and shall not apply to the Company with regard to the allotment of 500 Ordinary shares of £1 each to be made by the Company on 16th March, 1990.


.....
DIRECTOR, INDEPENDENT
THEATRICAL PRODUCTIONS LTD


.....
DIRECTOR, VIVA THEATRE
PRODUCTIONS LIMITED



G

COMPANIES FORM No. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period

225(1)

Pursuant to section 225(1) of the Companies Act 1985
as amended by Schedule 13 to the Insolvency Act 1986

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

in Particular of Companies

For official use

Company number

--	--	--	--	--	--

2417284

Name of company

* ROCKY HORROR COMPANY LIMITED

* insert full name
of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is

Day Month

3	0	0	9
---	---	---	---

Day Month Year

3	0	0	9	1	9	9	0
---	---	---	---	---	---	---	---

Note
Please read notes
1 to 4 overleaf
before completing
this form

The current accounting reference period of the company is to be treated as [shortened]~~extended~~† and ~~is to be treated as having come to an end~~ [will come to an end]† on

† delete as appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

The company is a [subsidiary][holding company]† of _____

_____ company number _____

the accounting reference date of which is _____

If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on section 225(6) of the Companies Act 1985, the following statement should be completed:

An administration order was made in relation to the company on _____ and it is still in force.

Signed

Designation: (Secretary)

Date 19.07.90

† Insert
Director,
Secretary,
Receiver,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Presenter's name address and reference (if any):

Nyman Libson Paul
124 Finchley Road,
London, NW3 5JS.

1427/1

For official Use
General Section

Post room

COMMUNICATIONS
- 6 AUG 1990
M 78