

FILE COPY



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

Company No. 2913221

The Registrar of Companies for England and Wales hereby certifies that

THE MANCHESTER CONCERT HALL LIMITED

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

Given at Companies House, Cardiff, the 22nd March 1994

A handwritten signature in cursive script, appearing to read 'G. K. Francis'.

GRACE KAY FRANCIS

For The Registrar Of Companies



C O M P A N I E S H O U S E

**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**Please do not
write in
this margin

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

To the Registrar of Companies
(Address overleaf)

For official use

For official use

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

Name of company

* MANCHESTER CONCERT HALL LIMITED

* Insert full
name of Company

I, LOUISE FRANCES CURTIS
of MANCHESTER CITY COUNCIL, PO BOX
532, TOWN HALL, ALBERT, SQUARE, MANCHESTER

† delete as
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†
~~[person named as director or 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 Central Street,
Manchester.

Declarant to sign below

L.F. Curtis.

the 14th. day of March.

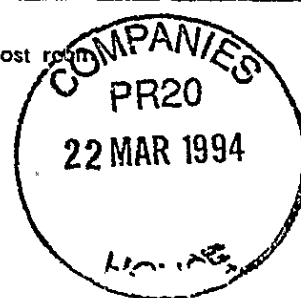
One thousand nine hundred and ninety-four.

before me Adnan Bekel.

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



00000000

24/03/94



COMPANIES HOUSE



10

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

This form should be completed in black.

Company name (in full)

CN	For official use
The MANCHESTER CONCERT HALL LIMITED	

Registered office of the company on
incorporation.

RO	TOWN HALL ALBERT SQUARE
Post town	MANCHESTER
County/Region	GREATER MANCHESTER
Postcode	M60 2LA

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

☐

Name	
RA	
Post town	
County/Region	
Postcode	

Number of continuation sheets attached

☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

MS SURINGAR, CITY SOLICITORS	
MANCHESTER CITY COUNCIL	
TOWN HALL, MANCHESTER	Postcode M60 2LA
Telephone 061 234 3095	Extension

Company Secretary (See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CS

MANCHESTER PROFESSIONAL SERVICES
LIMITED

AD

TOWN HALL ALBERT SQUARE

Post town MANCHESTER

County/Region GREATER MANCHESTER

Postcode M60 2LA Country U.K.

I consent to act as secretary of the company named on page 1

Signed S. A. O'Neill

Date 10/3/94

Company Secretary
Manchester Professional Services

CD

HOWARD

BERNSTEIN

AD

1 SIMISTER DRIVE
UNSWORTH

Post town BURY

County/Region GREATER MANCHESTER

Postcode BL9 8NN Country U.K.

DO 19 45 3

Nationality NA BRITISH

OC LOCAL GOVERNMENT OFFICER

OD SEE ATTACHED SHEET

I consent to act as director of the company named on page 1

Signed

Date

GRAHAM STRINGER - MANCHESTER CONCERT HALL LIMITED

LIST OF OTHER DIRECTORSHIPS

Manchester Ship Canal Company

Manchester Ship Canal Developments

Ringway Developments Limited

Manchester Airport P.L.C.

Local Government Information Unit

G-Mex Limited

Modesole Limited

National Museum & Labour History

Central Manchester Development Corporation

Manchester Olympic Games Executive Committee Limited

Halle Concerts Society

Global Forum '94

Global Forum (Management) Limited

Hulme Regeneration Limited

MANSAT

Salford College - Media Performing Arts Centre

PAST DIRECTORSHIPS :-

Centre for Local Economic Strategies

Central Station Properties Limited

HOWARD BERNSTEIN - MANCHESTER CONCERT HALL LIMITED

LIST OF OTHER DIRECTORSHIPS

Charterplan (Holidays) Limited

Greater Manchester P.T.E.

Manchester Professional Services Limited

Manchester Mortgage Corporation Limited

Manchester 2000 Limited

Manchester 2000 (Promotions) Limited

Hulme Community Homes (Manchester) Limited

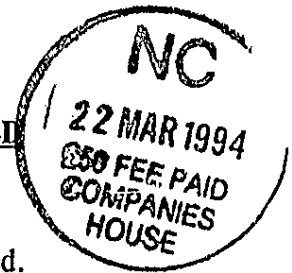
PAST DIRECTORSHIPS

Greater Manchester Buses Limited

Northern Counties (Motor Engineering) Limited

(See notes 1 - 5)

2913221

THE COMPANIES ACT, 1985COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITALDRAFT NO.6MEMORANDUM OF ASSOCIATION OF
THE MANCHESTER CONCERT HALL LIMITED

1. The name of the Company is the Manchester Concert Hall Limited.
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are to:

promote, maintain, improve, develop and advance public education by the encouragement of the Arts including music, opera, drama, singing, mime, dancing, painting and sculpture, cinema, literature and other arts and in particular to provision and operation of a Concert Hall in the City of Manchester.
4. In furtherance of the above Objects but not further or otherwise the Company shall have the powers set out below.
 - 4.1 To present, promote, organise, provide, manage and produce such concerts, plays, comedies, operas, operettas, dance, recitals, puppet shows, pantomimes, burlesques, films, publications, radio broadcasts and television performances, lectures, demonstrations, conferences, meetings, exhibitions, musical, dramatic and other artistic entertainments, performances and exhibitions.
 - 4.2 To employ or authorise or contract with other persons, organisations, firms or companies to present, promote, organise, manage, produce, conduct or represent such musical, operatic, dramatic, dance or other artistic performances as aforesaid and to pay reasonable and proper fees for their services.
 - 4.3 To employ or authorise or contract with other companies, organisations, firms or companies to manage or operate the Concert Hall.
 - 4.4 To carry on the businesses of concert hall, opera-house, cinema, theatre or picture gallery proprietors or agents or managers, play, theatrical, operatic publishers and printers, scene proscenium painters and decorators, theatrical, operatic, musical and agents, retailers, caterers, restaurateurs and victuallers (including the sale of intoxicating liquor) necessary for the attainment of the Objects.
 - 4.5 To purchase, acquire and obtain any rights, concessions, licences, copyrights, exclusive of other rights of performance or showing, monopolies and other interests in or relating to any musical composition, opera, ballet, play, mime, comedy, drama, film, film scenario, stage piece, recording, or other artistic production.
 - 4.6 To arrange and provide for publicity for any activities undertaken by the Company in pursuance of its Objects in the press, on television or radio or by other means of broadcasting or in pamphlets or other literature or through any other sources of publicity.
 - 4.7 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property any rights or privileges necessary or conducive to the promotion of its Objects, and to construct, acquire, maintain, alter or demolish any buildings,

CO/OP/200/129558

erections or plant or other real or personal property necessary for the work of the Company.

- 4.8 Subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be thought necessary for the promotion of the Objects.
- 4.9 To undertake and execute any charitable trusts and commissions which may lawfully be undertaken by the Company and may be conducive to the Objects.
- 4.10 Subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit and whether by the creation and issue of debentures or debenture stock or otherwise.
- 4.11 To invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject as hereinafter provided.
- 4.12 To lend money, to give grants, to give guarantees or otherwise render financial assistance to any company, enterprise, undertaking, person or body of persons wherever situated on such terms as the Company may consider appropriate for the purposes of furthering the Company's Objects.
- 4.13 To enter into partnership or into any arrangement for joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or co-operation with any person, partnership or company carrying on, 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, or any business or transaction capable of being conducted so as directly or indirectly to further the Objects of the Company or any of them and to take or otherwise acquire and hold shares or stock in or securities of, and to make grants to or otherwise assist any person, partnership or company and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares, stock or securities.
- 4.14 To take any gift of property, whether subject to any trust or not, in connection with any one or more Objects of the Company.
- 4.15 To establish, promote, or assist any Company or Companies with charitable Objects all or any of which are similar to the Objects of the Company for the purpose of acquiring any of the property, rights and liabilities of the Company or for the purpose of carrying on any activity which the Company is authorised to carry on or for any other charitable purpose directly or indirectly calculated to benefit the Company in furtherance of its Objects.
- 4.16 To issue appeals, hold public meetings, apply to commercial organisations, charities, local or central government and any other person or body corporate or unincorporated and to take such other steps as may be required for the purpose of procuring contributions in the shape of donations, subscriptions or otherwise for use in furtherance of the Company's Objects.
- 4.17 To employ, contract with or otherwise commission or engage such persons, whether as employees, officers, advisers, entrepreneurs, impresarios or the like, or to make such arrangements as to conditions of service, pensions and the like as are necessary for the promotion and attainment of the Objects.
- 4.18 To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions,

allowances or emoluments to any individuals who are or were at any time in the employment or service of the Company or of any company which is a holding company of the Company or is a subsidiary of the Company or any such holding company or is otherwise allied to or associated with the Company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependents of any such individuals, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds which may be considered likely to benefit or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such individuals as aforesaid, and to make payments for or towards the insurance of any such individuals as aforesaid and to subscribe or guarantee money for charitable or benevolent Objects or for any exhibition for any public general or useful object and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

- 4.19 To purchase, establish and maintain and/or participate in or contribute to the cost of insurance for the benefit of any persons who are or were at any time Directors, officers or employees of the Company, or of any other company which is the subsidiary or subsidiary undertaking of the Company, or who are or were at any time trustees of any pension fund in which any employees or former employees of the Company or of any such other company as aforesaid are beneficiaries or otherwise interested, including insurance against any liability incurred by such persons in relation howsoever to any act or omission in the actual or purported execution and/or discharge of the duties of any such person and/or in the exercise or purported exercise of the powers of any such person and/or otherwise in relation to the Company or any such other company as aforesaid or such pension fund and to the extent permitted by law to indemnify or to exempt any such person from or against any such liability.
- 4.20 To receive, educate and train students in music, opera, drama, dancing, cinema, television, painting and other arts and to promote the recognition and encouragement of exceptional merit in students by the institution and presentation of scholarships and bursaries, exhibitions, grants, medals or other prizes as benefactions.
- 4.21 To organise, promote or conduct promotions and performances and musical and literary festivals, competitions, lectures, conferences, meetings and readings and to offer and give prizes for excellence or proficiency in connection therewith and to appoint examiners or adjudicators for the purpose of assigning such prizes.
- 4.22 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warranties, debentures and other negotiable or transferable instruments.
- 4.23 To make any charitable donation either in cash or assets in furtherance of the Objects of the Company.
- 4.24 To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.
- 4.25 To carry on any other activity which may seem to be the Company capable of being conveniently carried on in connection with any activity which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's properties or rights.
- 4.26 To purchase, subscribe for or otherwise acquire and to hold or acquire options over the shares, stocks, notes, obligations, security or property of any company.
- 4.27 To borrow or raise or secure the payment of money or receive deposits, in such manner and upon such terms as the Company may think fit, and to enter into any

guarantee, contract of indemnity or suretyship whether by personal covenant or otherwise and in particular but without limiting the generality of the foregoing to guarantee the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, firm, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing any company which is a subsidiary or a holding company of the Company and for any such purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company both present and future, and to create and issue redeemable or debenture stock, bonds and other obligations.

- 4.28 To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or company having dealings with the Company, or in whose affairs business or undertakings the Company is interested.
- 4.29 To enter into any arrangements with any government body or authority, supreme, municipal, local or otherwise, and to obtain from or afford to any such government or authority any rights, concessions and privileges that may appear to the Company to be conducive to the attainment of the Company's Objects or any of them.
- 4.30 To transfer, convey, assign or lease to any local authority, government body, quasi-government body or agency or any charity for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of the Company's Objects or any of them.
- 4.31 To carry on any business or undertaking for the purposes of any of the Objects of the Company or for purposes incidental to those purposes or which appear to the Company to be conducive to the attainment of any of those purposes.
- 4.32 Generally to do all such lawful things as the Company may deem to be necessary or expedient for the purposes of any of the above Objects of the Company or for purposes incidental to those purposes or to be conducive to the attainment of any of those purposes.
5. Provisos to the powers contained in Clauses 4.1 to 4.32 inclusive are set out below in Clauses 5.1 to 5.2.
- 5.1 In case the Company shall hold or take any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- 5.2 (a) The Objects of the Company shall not extend to the regulation of relations between employers and workers or organisations of employers and organisations of workers.
- (b) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Board of Management of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Board of Management have been if no incorporation had been effected and the incorporation of the Company shall not diminish or impair any control or authority exerciseable by the Chancery Division of the High Court or the

Charity Commissioners over such Board of Management, but they shall as regards any property be subject jointly and severally to such control or authority as if the Company were not incorporated.

6. Subject to the provisions of Clause 7 the income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the Objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Company.
7. Nothing in this Memorandum of Association shall prevent any payment in good faith by the Company:-
 - (a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Board of Management) for any services rendered to the Company;
 - (b) of interest on money lent by any Member of the Company or of the Board of Management at a rate not exceeding two per cent per annum less than the base lending rate for the time being prescribed by the Bank appropriate for the Company or three per cent whichever is the greater rate;
 - (c) of reasonable and proper rent for premises demised or let by any Member of the Company or of the Board of Management to the Company;
 - (d) of fees, remuneration or other benefit in money or money's worth to a Company of which a Member of the Company or of the Board of Management may be a Member holding not more than one hundredth part of the capital of that company;
 - (e) to any Member of the Board of Management of reasonable out of pocket expenses;
 - (f) of usual professional or other charges for work done or transacted by any Member of the Company or of the Board of Management who shall be a Solicitor or Accountant or engaged in any other profession or his firm on behalf of the Company when instructed to act in that capacity by the Directors provided that at all times the majority of members of the Board of Management shall act without remuneration and that a member of the Board of Management, shall withdraw from a meeting at which his own appointment or remuneration or that of his firm is under discussion.
8. The liability of the Members is limited.
9. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
10. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other charitable institution or institutions having charitable Objects similar to the Objects of the Company, and if and insofar as effect cannot be given to such provision, then to some charitable object.

11. True accounts shall be kept of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditures take place, of all sales and purchases of goods by the Company and of the property, credits and liabilities of the Company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
12. No alteration of this Memorandum of Association (including this present clause) shall be made which shall cause the Company to cease to be a charity at law and no alteration of the Articles of Association of the Company shall be made while Manchester City Council is a member of the Company without the prior written consent of the said Council.

p40216sc1c1MAVM

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

1. Manchester City Council
Town Hall
Albert Square
Manchester
M60 2LA

A handwritten signature, likely of a representative of Manchester City Council, written in dark ink.

Dated this 10 day of March 1994

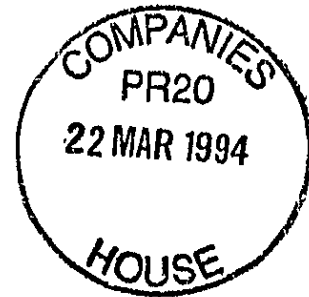
Witness to the above signatures:-

Maria Svinger
Town Hall
Manchester M60 2LA

p40216solcMA VM

DRAFT NO 6 7.3.94

THE COMPANIES ACT 1985



COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

THE MANCHESTER CONCERT HALL LIMITED

q40216slaalcms

THE COMPANIES ACT 1985

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
DRAFT NO. 6 7.3.94**

ARTICLES OF ASSOCIATION

- of -

THE MANCHESTER CONCERT HALL LIMITED

INTERPRETATION

1. In the interpretation of these Articles of Association the following words shall have the meaning set opposite them respectively unless the context otherwise requires:-

"The Act"	The Companies Act 1985 together with each and every statutory modification or re-enactment thereof for the time being in force.
"These presents"	These Articles of Association, and the regulations of the above named Company from time to time in force.
"The Board"	The Board of Management for the time being appointed pursuant to these Articles of Association.
"The Council"	The Council of the City of Manchester.
"Council Directors"	Those Directors of the Company who are appointed by the Council.

"The Company"	The above named Company.
"Ordinary Directors"	The Directors of the Company other than those who are appointed by the Council,
"Directors"	The Council Directors and Ordinary Directors together.
"The Members"	The Members of the Company
"CMDC"	Central Manchester Development Corporation.
"Ordinary Members"	Those Members of the Company other than the Council.
<hr/> "Month"	Calendar month.
"The Office"	The Registered Office for the time being of the Company.
"The Concert Hall"	The Concert Hall situated on Lower Mosley Street, Manchester
"The Register"	The Register of Members of the Company.
"The United Kingdom"	Great Britain and Northern Ireland.
"Year"	Calendar year.
"The Statutes"	The Act, the Companies Act 1989, The Business Names Act 1985, The Company Securities (Insider Dealing) Act 1985, the Companies Consolidation (Consequential Provisions) Act 1985 and every statutory modification amendment or re-enactment thereof for the time being in force.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, photography, xerography or lithography and other modes of representing or reproducing words in a visible form.

Words importing the singular shall include the plural and vice versa.

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

2. The Company is a private Company within the meaning of The Statutes.
3. The Company is established for the objects expressed in the Memorandum of Association.
4. The number of Members with which the Company proposes to be registered is eleven but the Board may from time to time register an increase of Members.
5. Subject as hereinafter mentioned the first Members of the Company shall be the subscribers to the Memorandum of Association and such other persons as shall be appointed to membership in accordance with these presents.
6. The members of the Company shall consist of:-
 - (i) The Council,
 - (ii) Two Members appointed by CMDC until that body is wound up,
 - (iii) Such other members as are appointed by the Board in writing.
7.
 - (i) No appointment as aforesaid under paragraphs (ii) and (iii) of this Article shall become effective until the person appointed shall either have signed a form or (not being an individual) have caused the form to be signed on its behalf accepting such appointment and left it at the Office or have signed his or her name in the Register.
 - (ii) The Board may by notice in writing remove from membership any Member (including any member who is a subscriber to the Memorandum of

Association) but this provision shall not apply to the Council or the members appointed by the CMDC.

- (iii) Where a Member has been removed from membership pursuant to paragraph (ii) of this Article or has ceased to be a Member by virtue of Article 8 the Board shall by notice in writing be entitled to appoint another Member in his place save for a member appointed by CMDC.
8. A Member shall cease to be a member of the Company forthwith in any of the following cases:-
- (a) If he or she shall give notice of resignation in writing to the Company,
 - (b) If he or she shall be removed pursuant to Article 7(ii),
 - (c) If the person, body or group who nominated the Member withdraws its nomination by notice served upon the Company,
 - (d) If a receiving order is made against him or her or he or she makes any arrangement or composition with his or her creditors generally,
 - (e) If he or she becomes incapable by reason of mental disorder, illness or injury of managing or administering his or her property and affairs,
 - (f) If he or she shall have died.
9. The Register shall be kept by the Company containing the names and addresses of all the members and together with such other particulars as may be required by the Act.

GENERAL MEETINGS

10. The Company shall in each year hold a General Meeting as its Annual General Meeting (in addition to any other meetings in that year) at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the last holding of the last preceding Annual General Meeting, and that so long as the Company holds its first Annual

General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

11. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
12. The Board may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists as provided by the Act.

NOTICES OF GENERAL MEETINGS

13. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by a twenty-one days' notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a special resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and, in case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under these presents, entitled to receive such notices from the Company.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed:-

- (a) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of the Members.
14. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

15. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, except the consideration of the income and expenditure account and balance sheet, the reports of the Board and of the Auditors and the appointment of, and the fixing of the remuneration of, the Auditors.
16. A duly appointed representative of the Council shall be counted in calculating any quorum and shall have all the powers and rights of members at General Meetings and their presence at meetings shall be treated as the presence of the Council who have appointed them.
17. Subject to Article 13 no business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, a quorum shall consist of either five Members or one tenth of the total number of Members whichever be the greater all present in person or by proxy.
18. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. 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 and at such other time and place as the Board may determine.
19. The Chair (if any) of the Board shall preside at every General Meeting, but if there shall be no such Chair or if at any meeting he or she shall not be present within fifteen minutes after the time appointed for holding the same or shall be unwilling to preside, the Vice-Chair (if any) of the Board shall preside. If the Vice-Chair shall be similarly absent or unwilling to preside or there shall be no such Chair or Vice-Chair, the Members present shall choose some member of the Board to preside. If no such member is present or if all members of the Board present decline to take the Chair, the Members shall choose some other Member of the Company who shall be present to preside.
20. The Chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting

other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

21. At any General meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least two Members present in person or by proxy, or by a duly authorised representative of the Council or by a Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chair that a resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, and an entry to that effect in the Minute book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
22. Subject to the provisions of Article 20, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner as the Chair of the meeting shall direct, and the result of the poll shall be deemed to be resolution of the meeting at which the poll was demanded.
23. No poll shall be demanded on the election of a Chair of a meeting, or any question of adjournment.
24. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a further or casting vote.
25. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that in relation to which a poll has been demanded.
26. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it has been proposed at a general meeting at which it was present shall be as effectual as if it had been passed at a general meeting duly

convened and held and may consist of several Instruments in the like form each executed by or on behalf of one or more members.

VOTES AT MEETINGS

27. Subject as hereinafter provided, every Member present in person or by proxy or (if a corporation) by a duly authorised representative shall have one vote at every general meeting of the Company save that a duly authorised representative of the Council shall have 26% of votes.
28. In the case of a resolution to remove a Council Director the duly authorised representative of the Council shall have one more vote than the number of votes cast by the other Members who vote.
29. Votes may be given on a show of hands or on a poll either personally or by proxy.
30. The Instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the Office not less than forty-eight hours before the time appointed for holding the meeting of adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the Instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
31. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the Office before the commencement of the meeting at which the proxy is used.
32. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-

"I

"of

"a Member of THE MANCHESTER CONCERT HALL LIMITED

"hereby appoint

"of

"or failing him/her

"of

"as my proxy to vote for me on my behalf at the (Annual 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 19 ".

33. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

" Limited

"I/We of being a Member/Members of the above

named Company, hereby appoint of

or failing him of

as my/our proxy to vote for me/us on my/our behalf at the (Annual or Extraordinary, as the case may be) General Meeting of the Company to be held on the

day of 19 and at any adjournment thereof.

This form is to be used *in favour/against the resolution.

Unless otherwise instructed, the proxy will vote as he/she thinks fit.

Signed this day of 19

*Strike out whichever is not desired"

34. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

MATTERS REQUIRING CONSENT OF THE COUNCIL

35. Neither the Company in general meeting nor the Board or any committee or sub-committee of the Board may resolve that the Company will do, transact enter into or ratify any of the matters set out below without the positive votes in favour of the relevant proposed resolution of the duly authorised representative of the

Council (in the case of the Company in general meeting) or of the Council Directors (in the case of the Board or any committee or sub-committee thereof):-

- (a) any matter which (in the opinion of the Council as stated in a certificate to that effect from the Chief Executive delivered to the Company at least 24 hours before the time appointed for holding the meeting or adjourned meeting at which such resolution is to be proposed) would or is likely to have adverse consequences for the Council under or by virtue of the Local Government and Housing Act 1989 (or any regulation made thereunder);
- (b) any matter which (in the opinion of the Council as stated in a certificate to that effect from the Chief Executive delivered to the Company at least 24 hours before the time appointed for holding the meeting or adjourned meeting at which such resolution is to be proposed) would or is likely to have adverse consequences for the Council;
- (c) any matter which (in the opinion of the Council as stated in a certificate to that effect from the Chief Executive delivered to the Company at least 24 hours before the time appointed for holding the meeting or adjourned meeting at which such resolution is to be proposed) would or is likely to result in the Members assuming liability for any shortfall in the assets of the Company over its liabilities;
- (d) the creation of any fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrance over the whole or any part of the undertaking, property or assets of the Company except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary and proper course of its activities provided that such indebtedness is not in excess of £500,000;
- (e) the borrowing of any sum in excess of a maximum aggregate sum outstanding at any time of £100,000;
- (f) making any grant loan or advance to give any credit (other than normal trade credit) to any person, except for the purpose of making deposits with bankers which shall be repayable upon the giving of no more than 7 days' notice;

- (g) giving any guarantee or indemnity to secure the liabilities or obligations of any person (other than a wholly-owned subsidiary of the Company);
- (h) selling, transferring, leasing, assigning, or otherwise disposing of a material part of the undertaking, property and/or assets of the Company (or any interest therein), or contracting so to do;
- (i) make or cause to be made, or consent to any material change in the use of the Concert Hall;
- (j) entering into any contract, arrangement or commitment involving expenditure on capital account or the realisation of capital assets;
- (k) entering into any partnership or profit sharing agreement with any person other than in ordinary course of business;
- (l) entering into any contract or transaction except in the ordinary and proper course of the Company's activities on arm's length basis;
- (m) acquiring, purchasing or subscribing for any shares, debentures, mortgages or securities (or any interests therein) in any company, trust or other body;
- (n) make any alteration in the Memorandum and Articles of Association of the Company.

DIRECTORS

- 36. The first Directors shall be the persons nominated on the statement delivered to the Registrar of Companies and signed by or on behalf of the subscribers to the Memorandum of Association. No person may be an Ordinary Director unless they are a member of the Company.
- 37. (a) The Council shall appoint up to two directors.
- (b) The number of Ordinary Directors shall be not more than nine.
- 38. The Members of the Company other than the Council nominated or appointed under article 6 shall be Directors

39. A person may be appointed as a Director whatever maybe his or her age provided that no such person shall be appointed as a Director who is not over the age of 18 years and no Director shall be required to vacate his or her office by reason of his or her attaining or having attained the age of seventy years or any other age.

APPOINTMENT AND REMOVAL OF DIRECTORS

40. Appointment and removal of any Council Directors shall be by the Council by notice in writing to the Company.

BORROWING POWERS

41. The Board may from time to time at their discretion raise or borrow money for or any of the purposes of the Company and may secure the repayment of the same by mortgage or charge upon the whole or any part of the assets of the Company present or future and may issue debentures or bonds either charged upon the whole or any part of the assets and property of the Company or not so charged.
42. A register of the holders of the debentures of the Company shall be kept and shall be open to the inspection of the registered holders of any such debentures on every week-day except Saturday and Bank and Public Holidays and the days following such holidays at any time between the hours of ten o'clock and twelve o'clock in the afternoon and three o'clock and four o'clock in the afternoon. The Board may close the said register for such period or periods as they think fit not exceeding in the aggregate twenty days in any year.

POWERS AND DUTIES OF THE BOARD

43. The business of the Company shall be managed by the Board who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company as are not by statute or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act and these presents, and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

44. The Board may act notwithstanding any vacancy therein, provided always that, in case the Directors shall at any time be or be reduced in number to less than the minimum prescribed by or in accordance with these presents, it shall be lawful for them to act as the Board for the purpose of admitting persons to membership of the Company or of summoning a General Meeting, but not for any other purpose.
45. All cheques, promissory notes, drafts, bills of exchange and other negotiable Instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine, provided that all cheques for the payment of money by the Company shall be signed by at least two Directors.
46. The Directors in addition to the powers conferred by Section 23 of the Trustee Act 1925 may employ any duly qualified or competent agent or servant to transact any business within the scope of his expertise of whatever nature required to be done in furthering the said objects and shall be entitled to be allowed and paid all reasonable and proper out-of-pocket expenses incurred by them, provided that all acts and proceedings of such agent or servant to whom powers are so delegated shall be fully and promptly reported back to the Directors as soon as possible and, provided further that the Directors shall exercise reasonable supervision over such agent or servant.
47. A Director shall not vote at any meeting of Directors or of a committee or sub-committee of Directors on any resolution concerning a matter in which he or she has directly or indirectly an interest or duty which is material and which conflicts or may conflict with the interests of the Company save for Council Directors who may vote on the issues raised in Article 35.

For the purposes of this article:-

- (a) a Director shall be regarded as having an interest in a matter in which any incorporated or unincorporated association has a direct or indirect interest if he or she is a Member of that association or a Member of its governing body or management committee,
- (b) an interest of a person who is, by virtue of S346 of the Act connected with the Director shall be treated as an interest of the Director.

48. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.
49. Subject to the provisions of the Act and provided that he or she has disclosed to the Board the nature and extent of any material interest of his or her and has refrained from voting in accordance with article 47 a Director shall not, by reason of his or her office, be accountable to the Company for any benefit which he or she or any person who is for the purpose of these presents and the Act connected with him or her derives as a result of any resolution of the Board and no transaction or arrangement authorised by any such resolution shall be liable to be avoided on the ground of any such interest or benefit.
50. For the purposes of Article 47.
- (a) a general notice given to the Board that a Director is to be regarded as ~~——~~ having an interest of the nature and extent specified in the notice in any matter in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such matter of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him or her to have knowledge shall not be treated as an interest of his or hers.

OFFICERS

51. (1) Subject to the Act a Secretary shall be appointed by the Board for such term at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The Board may from time to time by resolution appoint an assistant or deputy secretary if there be no secretary or no secretary capable of acting or available to act.
- (2) Anything required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting or available to act, be done by or to any assistant or deputy Secretary; or, if there is none or none capable of acting or available to act, by or to any officer of the Company authorised generally or specially in that behalf of the Board.

- (3) A provision of the Act or these presents requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by it being done by or to the same person acting both as Director and as, or in place of, the Secretary.
52. The Board may at any time if it thinks fit appoint a Treasurer of the Company and such other Officers of the Company as it thinks fit and any Treasurer or other officer so appointed shall hold office for such time at such remuneration and upon such conditions as they may think fit and any Treasurer or other officer appointed under this article may be removed by them at any time.
53. The Board may from time to time appoint a Managing Director of the Concert Hall, a marketing manager and administrator and such other employees as it thinks fit who shall carry out such duties and functions as may be vested in them by the Board and shall hold office for such time, at such remuneration, and upon such conditions as the Board may from time to time think fit. Any Managing Director, Marketing Manager, Administrator or other employees so appointed may be removed by them. The Managing Director who shall not be a director of the Company shall be entitled to attend all meetings of the Board (except whilst matters relating to his or her appointment or remuneration are being discussed) but shall not be entitled to vote thereat.
54. Any instrument required by law to be executed as a deed, shall be signed by a Director and the Secretary of the Company or by two Directors and any instrument so signed and expressed in any form of words to be executed by the Company as a Deed, shall be in favour of any purchaser or person bona fide dealing with the Company conclusive evidence of the fact that the instrument has been properly executed by the Company

DISQUALIFICATION OF DIRECTORS

55. (1) The office of Director shall be vacated if the Director:-
- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
 - (b) becomes mentally disordered; or

- (c) by notice in writing to the Company resigns his or her office; or
 - (d) becomes prohibited from being a Director by reason by any order made under the Act; or
 - (e) being directly or indirectly interested in any contract with the Company, fails to declare his or her interest in manner required by the Act; or
 - (f) in the case of a Council Director the City Council withdraws its nomination by notice in writing to the Company; or
 - (g) ceases to be a member of the Company.
- (2) If an Ordinary Director vacates the office of Director he or she shall cease to be a member of the Company.

PROCEEDINGS OF THE BOARD

56. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined a quorum shall consist of three Directors. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chair shall have a second or casting vote.
57. A Director may, and on the requisition of a Director the Secretary shall, at any time, summon a meeting of the Board by notice served upon the several Directors. A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting.
58. The Board shall from time to time elect a Chair and may elect a Vice-Chair for their meetings and may determine the period for which he or she is to hold office and may at any time remove the Chair or Vice-Chair from such office. If at any meeting the Chair be not present within five minutes after the time appointed for holding the meeting or is unwilling to preside then the Vice-Chair shall preside. If there is not Chair or Vice-Chair for the time being or if neither is present within five minutes after the time appointed for holding of the meeting or neither is willing to preside, then the Directors present shall choose one of their number to chair the meeting.

59. A meeting of the Board at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Board generally.
60. The Board may with the prior approval of all the Directors delegate any of their powers, upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, to (i) any Director or to any other person holding an office in the Company or (ii) to any Committee consisting of such Directors, or such Director or Directors and such other person or persons holding office in the Company as the Board think fit provided that the majority of members of such committees shall be Directors including one Council Director, such Committees may themselves delegate their powers to a sub-committee provided that the majority of members of such a sub-committee shall be Directors including one Council Director. Any Committee or Sub-Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of any such Committee or Sub-Committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall be reported to the Board as soon as possible provided that no Director or Officer shall incur expenditure of the Company funds other than in accordance with an outline Budget approved by the Board.
61. All acts bona fide done by any meeting of the Board or of any Committee of the Board, or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director.
62. The Board shall cause proper Minutes to be made of all resolutions and proceedings at all meetings of the Company and of the Board and of Committees of the Board, and of the names of the Directors and any other persons present at such meetings of the Board and of any Committee of the Board and any such Minutes of any meeting, if purporting to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
63. A resolution in writing signed by all the members for the time being of the Board or of any Committee of the Board who are entitled to receive notice of a meeting of

the Board or of such Committee shall be as valid and effectual as if it had been passed at a meeting of the Board or of such Committee duly convened and constituted.

ACCOUNTS

64. The Board shall cause accounting records to be kept in accordance with the Act.
65. The accounting records shall be kept at the Registered Office of the Company or, subject to the Act, at such other place or places as the Board may think fit, and shall always be open to the inspection of officers and Members of the Company.
66. The Board shall from time to time in accordance with the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are required by the Act.
67. ~~A~~ copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditors' report and a copy of the report of the Directors shall not less than twenty-one days before the date of the meeting be sent to every member of and every holder of debentures of the Company. Provided always that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

AUDIT

68. Auditors shall be appointed and their duties regulated in accordance with the Act.

NOTICES

69. A notice may be given by the Company to any Member either personally or by sending it by post to him or her or to his or her registered address, or (if he or she having no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him or her to the Company for the giving of notice to him or her. Where a notice is sent by post, service of the notice shall be deemed to be effective by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected in the case of a notice of meeting at the expiration of forty-eight hours after the letter containing the same is posted,

and in any other case at the time at which the letter would be delivered in the ordinary course of post.

70. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

- (a) every Member except those Members who (having no registered address within the United Kingdom) have not supplied to the Company any address within the United Kingdom for the giving of notices to them, and
- (b) the auditors for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

INDEMNITY

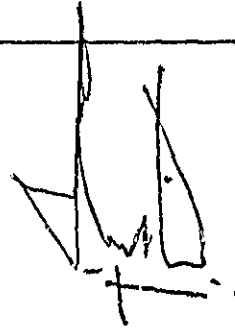
71. Subject to the provisions of and so far as may be permitted by The Statutes every Director, Auditor, Secretary, Treasurer or other Officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses expenses and liabilities necessarily incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

72. Without prejudice to the provisions of Article 71 the Board may procure the Company to purchase, establish and maintain and/or participate in or contribute to the cost of insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees of the Company, or of any other company which is the subsidiary or subsidiary undertaking of the Company or who are or were at any time trustees of any pension fund in which any employees or former employees of the Company or of any such other company as aforesaid are beneficiaries or otherwise interested, including insurance against any liability incurred by such persons in relation howsoever to any act or omission in the actual or purported execution and/or discharge of the duties of any such person and/or otherwise in relation to the Company or any such other Company aforesaid or such pension fund and to the extent permitted by law to indemnify or to exempt any such person from or against any such liability.

73. Clause 10 of the Memorandum of Association relating to winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these presents.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

1. Manchester City Council
Town Hall
Albert Square
Manchester
M60 2LA



Dated this 10 day of MARCH 1994

Witness to the above signatures:-

Maria Sengul
Solicitor
Town Hall
Manchester M60 2LA.

q40216slaalcms