

FILE COPY



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

Company No. 3164482

The Registrar of Companies for England and Wales hereby certifies that  
MIDLAND MUSIC FESTIVALS

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 26th February 1996



\*N03164482F\*

  
M.LEWIS

For the Registrar of Companies



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

HC007B

# 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 block lettering

To the Registrar of Companies

For official use

For official use

Name of company

\* MIDLAND MUSIC FESTIVALS

\* insert full  
name of Company

I, RICHARD MURRALL

of 25 MEER STREET,

STRATFORD-UPON-AVON,

WARWICKSHIRE CV37 6QB

† 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 50 Henley Street  
Stratford on Avon in the County of  
Warwick

the 12<sup>th</sup> day of February

One thousand nine hundred and ninety six  
before me [Signature]

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

Declarant to sign below

[Signature]

MR 20 601231

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

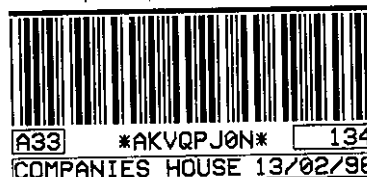
Needham & James  
25 Meer Street  
Stratford-upon-Avon  
Warwickshire  
CV37 6QB

Our Ref: RRM/MS/LAWRENCE  
Our Tel: 01789 414444

For official Use

New Companies Section

Post room





2.89



**OYEZ**

CHA1



# 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 ☐

MIDLAND MUSIC FESTIVALS

Registered office of the company on incorporation.

**RO**

25 MEER STREET,

Post town STRATFORD-UPON-AVON

County/Region WARWICKSHIRE

Postcode CV37 6QB

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?

NEEDHAM & JAMES, 25 MEER STREET,

STRATFORD-UPON-AVON

WARWICKSHIRE

Postcode CV37 6QB

Telephone 01789 414444

Extension 369

**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**

**CS** SIR  
WILLIAM FETTIPLACE  
LAWRENCE  
AD THE KNOLL  
WALCOTE  
Post town NR ALCESTER  
County/Region WARWICKSHIRE  
Postcode B49 6LZ Country

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

Signed *William F. Lawrence* Date 12.2.96

**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

**CD** SIR  
WILLIAM FETTIPLACE  
LAWRENCE  
AD THE KNOLL  
WALCOTE  
Post town NR ALCESTER  
County/Region WARWICKSHIRE  
Postcode B49 6LZ Country  
**DO** 2 3 0 8 5 4 Nationality **NA** BRITISH  
**OC** DIRECTOR  
HEART OF ENGLAND TOURIST BOARD, HINTON  
**OD** TOURISM LTD, SOUTH WARWICKSHIRE BUSINESS  
PARTNERSHIP, STRATFORD-UPON-AVON DISTRICT  
MARKETING

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

Signed *William F. Lawrence* Date 12.2.96.

\* Voluntary details

**Consent signature**

**Directors** (continued)

(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.

Date of birth

Business occupation

Other directorships

\* Voluntary details

**Consent signature****CD****DAVID****CURTIS****AD****ROSEBANK COTTAGE****1 SANCTUS STREET**Post town **STRATFORD-UPON-AVON**County/Region **WARWICKSHIRE**Postcode **CV37 6DH**

Country

**DO****2 9 0 1 5 5**

Nationality

**NA****BRITISH****OC****MUSICIAN.****OD****NONE**

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

Signed

*David Curtis*

Date

*12/2/96*

Delete if the form  
is signed by the  
subscribers.

Signature of agent on behalf of all subscribers Date

Delete if the form  
is signed by an  
agent on behalf of  
all the subscribers.

All the subscribers  
must sign either  
personally or by a  
person or persons  
authorised to sign  
for them.

Signed

*Lillian F. Lammie*

Date

*12.2.96*

Signed

*Joy Woolfenden*

Date

*12.2.96*

Signed

*David Curtis*

Date

*12/2/96*

Signed

*Michael Emerson*

Date

*12.2.96*

Signed

*[Signature]*

Date

*12-2-96*

Signed

Date

## Notes

- 1 Show for an individual the full forenames NOT INITIALS and surname together with any previous forenames or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forenames or surname except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

In the case of a peer, or an individual usually known by a British title, you may state the title instead of or in addition to the forenames and surname and you need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

- 2 Directors known by another description:

A director includes any person who occupies that position even if called by a different name, for example, governor, member of council. It also includes a shadow director.

- 3 Directors details:

Show for each individual director their date of birth, business occupation and nationality.

**The date of birth must be given for every individual director.**

- 4 Other directorships:

Give the name of every company of which the individual concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or **at all times during the past 5 years** when the person was a director **was**:

- dormant,
- a parent company which wholly owned the company making the return,
- a wholly owned subsidiary of the company making the return,
- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper.

- 5 Use photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's name and number.

- 6 The address for companies registered in England and Wales is:-

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF4 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies  
Companies House  
100-102 George Street  
Edinburgh  
EH2 3DJ



INC 74148 RWT

3164482



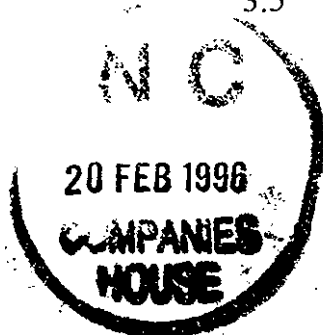
**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF**

**MIDLAND MUSIC FESTIVALS**

1. The name of the Company (hereinafter called "the Company") is "Midland Music Festivals".
2. The Registered Office of the Company will be situated in England.
3. The Objects for which the Company is established are:-
  - 3.1 to develop, promote, produce, present, initiate and fund plays, reviews, festivals, opera, ballet, pantomimes, pageants, musical and dramatic works and displays and entertainments and sport of all kinds involving the theatre, cinema, ice-rinks, variety stage, musicals, radio, television and other means of transmitting sound or pictorial affects and sports grounds facilities and stadiums ("the Events");
  - 3.2 to purchase or otherwise acquire premises or land as may be expedient in the promotion of the Company's objects;
  - 3.3 to adopt such means of publicising the Events as may seem appropriate and to advertise in the press, by circulars, by posters, by purchasing and exhibiting works and other objects of art or interest by organising and conducting competitions, by granting prizes, rewards and donations, and by publishing leaflets, periodicals and books;
  - 3.4 to employ persons to write, compose or adapt plays, films, radio and television productions, sketches, songs, music, ballet, opera and dances;
  - 3.5 to enter into agreements with authors or others for the presentation of films, radio and television productions, musical compositions, plays, ballets, operas and other dramatic and musical entertainments;



722560



- 3.6 to be promoters, producers and presenters of the Events and to enter into any arrangement for the management, conduct and control of the Events and for the supply of plays, opera and ballet works, dances, scripts libretti, music, artists, performers, musicians, materials and other facilities;
- 3.7 to be proprietors, lessees, licensees and managers of theatres, cinemas, sports accommodation, playing fields, watersport facilities, swimming pools, courts and facilities, ice rinks, studios and other buildings and property, and to let and sub-let accommodation in them and to provide for the tenants, hirers and users of them all or any of the machinery, equipment, power, light, heat, gas, chattels, effects, materials and facilities necessary or desirable for those tenants, hirers and users;
- 3.8 to be caterers and catering contractors, hotel and restaurant keepers, refreshment room, eating house, fast food outlet and cafe proprietors, sugar and ice-cream merchants, fruiterers, grocers, provision merchants, bakers and confectioners, licence victuallers, wine and spirits merchants and tobacconists and to buy, sell, manufacture and deal in food and drink and consumable goods of all kinds ancillary to and in conjunction with the Events;

and as ancillary to the foregoing objects:-

(A) To purchase or otherwise acquire plant, machinery, furniture, fixtures, fittings, equipment and all other effects of every description necessary or convenient or usually or normally used in connection with or for the purpose of all or any of the objects of the Company.

(B) To engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their wives, husbands and other dependants.

(C) To establish, subsidise, promote, co-operate or federate with, affiliate or become affiliated to, act as trustees or agents for or manage or lend money or other assistance to any association, society or other body, corporate or unincorporate, having primary objects wholly or partly similar to those of the Company, and for the purpose of promoting the primary objects of the Company to co-operate with manufacturers, dealers, or other traders, and with the press and other sources of publicity.

(D) To purchase, take on lease or in exchange, hire or otherwise acquire and to hold, sell, lease or otherwise dispose of any real or personal property and any rights or privileges which may be necessary or convenient for the promotion of the objects of

the Company and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.

(E) To take any gift of property, whether subject to any trust or not, for any one or more of the objects of the Company.

(F) 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 expedient in the promotion of its objects.

(G) To undertake and execute any trusts charitable or otherwise having primary objects wholly or partly similar to those of the Company and which may lawfully be undertaken by the Company.

(H) Subject to such consents as may be required by law to borrow or raise money for the objects 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.

(I) To invest the moneys 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 also as hereinafter provided

(J) To establish, promote, or assist any company or companies with objects all or any of which are similar to the objects of the Company for the purpose of acquiring all or 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 purpose directly or indirectly calculated to benefit the Company in the furtherance of its objects.

(K) To make any donation either in cash or assets in furtherance of the primary objects of the Company.

(L) To purchase or otherwise acquire and undertake all or any of the property, assets, liabilities and engagements of any one or more of the associations, societies or bodies with which this Company is authorised to cooperate or federate.

(M) 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.

(N) To apply for, promote and obtain any act of Parliament Provisional Order or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(O) To enter into any arrangement with any governments or authorities (supreme, municipal, local or otherwise) or any corporations companies or persons that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable and to carry out exercise and to comply with any such arrangements charters contracts decrees rights privileges and concessions.

(P) To do all such other things as are necessary or incidental to the attainment of the objects of the Company or any of them.

(Q) To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise.

4. The income and property of the Company shall be applied solely towards the promotion of its objects 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 members of the Company and no member of its Board of Directors shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing herein shall prevent any payment in good faith by the Company:-

(a) of a reasonable and proper remuneration (including out of pocket expenses) to any member, officer or servant of the Company (not being a member of its Board of Directors) for any services rendered to the Company and to any member of the Board of Directors being a solicitor or other persons engaged in any profession who shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm when instructed by his fellow members of the Board of Directors so to act in that capacity on behalf of the Company.

(b) of reasonable and proper rent for premises demised or let by any member of the Company or its Board of Directors;

(c) of reasonable and properly incurred expenses of the Directors as may be approved by the Board from time to time.

5. The liability of the Members is limited.

6. 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 is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he 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 amongst themselves such amount as may be required not exceeding £50.00.

7. If upon winding up or dissolution of the Company there remains after satisfaction of its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other company, institution or organisation having objects similar to those of the Company and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as the Company being dissolved such company, institution or organisation to be determined by the members of the Company at or before the time of dissolution and if and in so far as effect cannot be given to such provision, then to some charitable object similar to that of the Company.

8. True accounts shall be kept for the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, 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 balance sheet ascertained by one or more properly qualified Auditor or Auditors.

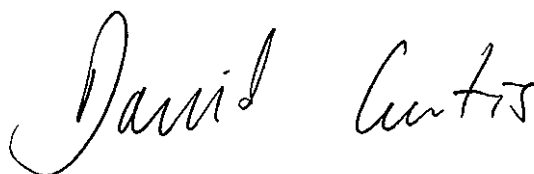
We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

---

NAMES, ADDRESSES AND DESCRIPTIONS OF THE SUBSCRIBERS

---

David Curtis  
Rosebank Cottage  
1 Sanctus Street  
Stratford-upon-Avon  
Warwickshire  
CV37 6DH



MUSZ DAN

Michael Emmerson  
3 Wheeler's Court  
Scholars Lane  
Stratford-upon-Avon  
Warwickshire  
CV37 6HE



MANALDEE

Sir William Fettiplace Lawrence Bt  
The Knoll  
Walcote  
Nr Alcester  
Warwickshire  
B49 6LZ



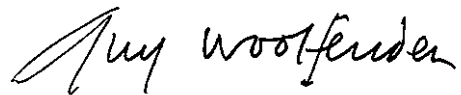
Director

Barry John Smart  
59 Bordon Place  
Stratford-upon-Avon  
Warwickshire  
CV37 9AZ

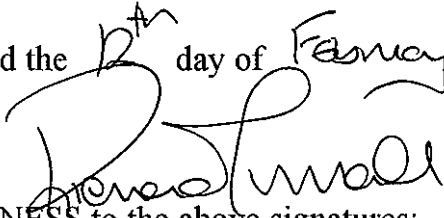
LEGAL CONSULTANT



Guy Anthony Woolfenden  
Malvern House  
Sibford Ferris  
Banbury  
Oxfordshire  
OX15 5RG  
Head of Music RSC.



Dated the 12<sup>th</sup> day of February 1996



WITNESS to the above signatures:-

Richard Murrall  
25 Meer Street  
Stratford-upon-Avon  
Warwickshire  
CV37 6QB

M6A023.DOC

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION OF**  
**MIDLAND MUSIC FESTIVALS**

**INTERPRETATION**

**1. In these regulations:-**

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the Articles" means the Articles of the Company.

"the Board" means the Board of Directors of the Company for the time being.

"Clear Days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is to take effect.

"executed" includes any mode of execution.

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

**2. The Company is a private Company limited by Guarantee within Section 1 (2) (b) of the Companies Act 1985 in accordance with and subject to the provisions of the Act, and of the Memorandum of Association of the Company. The Regulations contained in Tables A and C of the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) Amendment Regulations are expressly excluded from applying to the Company.**



## MEMBERSHIP

3. The subscribers to the Memorandum of Association and such other persons as shall be admitted to Membership in accordance with these Articles shall be Members of the Company. No person shall be admitted a Member of the Company unless he is approved by the Directors. Every person who wishes to become a Member shall deliver to the Company an application for Membership in such form as the Directors require executed by him.

4. A Member may withdraw from the Company at any time on giving twenty-eight clear days notice to the Company of his intention to do so. On the expiry of twenty-eight days from the date of receipt of such notice by the Company such Member shall cease to be a Member of the Company.

5. Membership of the Company shall not be transferable and a Member shall immediately cease to be a Member in the event of that Member dying, becoming bankrupt or becoming of unsound mind, or, if a company, on the passing of a resolution for its winding-up.

6. (a) The Board may terminate the Membership of any Member if in the opinion of the Board the conduct of that Member is injurious to the welfare and interests of the Company and is such as to justify the termination of Membership.

(b) If the Board determines that the conduct of a Member is such as to justify the termination of the Membership of such Member it shall serve notice on that Member that such conduct is to be investigated by the Board. Such notice shall state the date, time and place of a meeting of the Board at which the conduct of the Member is to be considered and at that meeting the Members shall be given a reasonable opportunity to be heard. At that meeting after the Member in question shall have been heard or, if he or if a corporation, unincorporated association or firm, a representative of such body fails to appear within thirty minutes of the time for which the meeting is convened, the Board may by majority resolution terminate the Membership of the Member concerned.

## GENERAL MEETING

7. The Company shall in each calendar year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Provided that so long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting in each year shall be held at such time and place as the Directors shall appoint. All general meetings other than Annual General Meetings shall be called extraordinary general meetings.

8. The Directors may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than 8 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any Member of the Company may call a general Meeting.

#### NOTICE OF GENERAL MEETINGS

9. An Annual General and an Extraordinary General Meeting called for the passing of a special resolution shall be called by at least twenty-one clear days notice. All other Extraordinary General Meetings shall be called by at least twenty one clear days notice but a general meeting may be called by shorter notice if it is so agreed:-

(a) in the case of an 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 amend and vote being a majority together holding not less than ninety five per cent of the total voting rights at that meeting of the Members. The notice shall specify the day, time and place of the meeting and in the case of special business the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. Subject to the provisions of the Articles the notice shall be given to all the Members except those Members who (having no registered address in the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them, the Directors, the Auditors and to such other persons and bodies as the Board shall designate to receive such notice. No other person shall be entitled to receive notice of general meeting.

10. The accidental omission to give notice of a meeting to, or the nonreceipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

11. No business shall be transacted at any meeting unless a quorum is present. 3 persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

12. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting if convened on the requisition of Members shall be dissolved; in any other case or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time and place as the Board determines. If at the adjourned meeting a quorum is not present within half an hour of the time appointed the meeting shall proceed to business.

13. The Chairman, if any, of the Board or in his absence some other Director nominated by the Board shall preside as Chairman of the meeting, but if neither the Chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he or she shall be Chairman.

14. If no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be Chairman.

15. The Chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for Fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

16. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

(a) by the Chairman; or

(b) by at least 3 Members having the right to vote at the meeting;

(c) by a Member or Members representing not less than one tenth of the total voting rights of all the Member having the right to vote at the Meeting;

and the demand by a person as a proxy for a Member shall be the same as a demand by the Member.

17. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the Minutes of the Meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

18. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

19. A poll shall be taken as the Chairman directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result

of the poll. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

20. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall be entitled to a casting vote in addition to any other vote he or she may have.

21. A poll demanded on any question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

22. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken.

23. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he 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 OF MEMBERS

24. On a show of hands every Member who is entitled to vote and who, being an individual, is present in person or being a corporation, firm or other unincorporated association is present by a duly authorised representative, shall have one vote. On a poll every Member in person or by proxy shall have one vote.

#### NUMBER OF DIRECTORS

25. Unless otherwise determined by Ordinary Resolution, the number of Directors (other than Alternate Directors) shall not be subject to any maximum but shall be not less than 3.

#### ALTERNATE DIRECTORS

26. Any Director (other than an Alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an Alternate Director and may remove from office an Alternate Director so appointed by him.

27. An Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of Committees of Directors of which his appointor is a Member, to attend and vote at any such meeting at which the Director appointing him is not personally present and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an Alternate Director. But it shall not be necessary to give notice of such a meeting to an Alternate Director who is absent from the United Kingdom.

28. An Alternate Director shall cease to be an Alternate Director if his appointor ceases to be a Director.

29. Any appointment or removal of an Alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

30. Save as otherwise provided in these Articles, an Alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and shall not be deemed to be the agent of the Director appointing him.

#### APPOINTMENT OF DIRECTORS

31. The first Director or Directors of the Company shall be the person or persons named as the first Director or Directors of the Company in the Statement delivered under Section 10 of the Act.

32. A Director need not be a Member but shall nevertheless be entitled to attend and speak at the Annual General Meeting of the Company.

33. The Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.

34. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause a number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following Annual General Meeting.

35. The Directors shall have the power to co-opt onto the Board of Directors any such person or organisation as the Directors shall deem fit on a non-voting basis.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

36. The office of Director shall be vacated if the Director:

(a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(b) becomes prohibited by law from being a Director: or

(c) becomes of unsound mind;

(d) resigns his office by notice in writing to the Company;

(e) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 317 of the Act;

(f) he resigns his office by notice to the Company;

(g) he shall for more than six consecutive months have been absent without the permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated.

37. A Director shall disclose the full nature and extent of any interest which he may have in any transaction or arrangement with the Company or in which the Company is otherwise interested. A Director shall not vote at any meeting in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting be referred to the Chairman of the meeting and his or her ruling in relation to any Director other than himself or herself shall be final and conclusive.

## POWERS OF THE DIRECTORS

38. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such directions shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special powers given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

39. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

## PROCEEDINGS OF THE DIRECTORS

40. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote. A Director who is also an Alternate Director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

41. The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be 3. A person who holds office only as an Alternate Director shall, if his appointor is not present, be counted in the quorum.

42. The continuing Directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

43. The Directors may appoint one of their number to be the Chairman of the Board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within 5 minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chairman of the meeting.

44. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

45. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors as (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an Alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an Alternate Director, it need not be signed by the Alternate Director in that capacity.

46. Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-

(a) the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;

(b) the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

(c) his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or any of its subsidiaries or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange;

(d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval by the Board of Inland Revenue for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an Alternate Director, an interest of his appointor shall be treated as an interest of the Alternate Director without prejudice to any interest which the Alternate Director has otherwise.

47. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

48. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.

49. Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Company or any body corporate in which the Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.



50. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

#### VALIDITY

51. All acts done by any meeting of the Board or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment 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.

52. A resolution in writing, which has been consented to and signed by or on behalf of all the Directors for the time being entitled to receive notice of and vote at a meeting of the Directors at which such resolution would have been proposed (which consent and signature may be evidenced by letter, telex, cable, electronic mail, facsimile or otherwise as the Directors may from time to time resolve to permit), shall be as valid and effectual as if it had been passed at a meeting of the Directors, duly convened and held. Such a resolution may consist of several separate documents in like form each consented to by one or more of the Directors.

53. The Board shall cause proper minutes to be made of all appointments of officers made by the Company and the Board and of the proceedings of all meetings of the Company and the Board and of committees of the Board and all business transacted at such meetings and any such minutes of any meetings if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be sufficient evidence without further proof of the facts stated therein.

#### REMUNERATION OF DIRECTORS

54. The provisions of the Memorandum of Association as to the remuneration of Directors shall apply.

#### DIRECTORS' EXPENSES

55. The Directors shall regulate from time to time the payment of travelling or other expenses in connection with their attendance at meetings of Directors or committees or general meetings or separate meetings of the Members or otherwise in connection with the discharge of their duties.

#### EMPLOYEES' GRATUITIES AND PENSIONS

56. (A) The Directors may establish or concur or join with any company or other body in establishing and making contributions out of the Company's monies to any schemes or funds for providing pensions, sickness or compassionate allowances, life

assurance or other benefits for employees (which expression as used in this and the next following sub-Article shall include any Executive Director who may hold or have held any executive office or other office or place of profit, or have been appointed to exercise special powers or authorities but shall not include any Director) and ex-employees of the Company and of any such other companies or bodies and their dependants, or any class or classes of such persons.

(B) The Directors may pay, enter into agreements to pay or make grants (revocable or irrevocable and either subject or not subject to any terms or conditions) of pensions or other benefits to employees and ex-employees and their dependants, or to any of such persons, including pensions or benefits additional to those, if any, to which such employees or ex-employees or their dependants are or may become entitled under any such scheme or fund as mentioned in the last preceding sub-Article. Any such pension or benefit may, as the Directors consider desirable, be granted to an employee either before and in anticipation of, or upon or any time after, his actual retirement.

## SECRETARY

57. Subject to Section 10 of the Act the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions consistent with the Act as they may think fit, and any Secretary so appointed may be removed by it.

58. Any 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 its being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

## ACCOUNTS

59. The Directors shall cause accounting records to be kept in accordance with the provisions of the Act.

60. The accounting records shall be kept at the Registered Office of the Company or, subject to Section 222 of the Act, at such other place or places as the Directors think fit.

61. The Directors 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 and reports as are referred to in the Act. The Auditors' report shall be open to inspection and be read before the meeting as required by the Act.

62. 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, shall not less than twenty-one clear days before the date of the meeting be sent to every Member. Provided that these presents shall not require a copy of those documents to be sent to any person of whose address the Company is not aware.

## NOTICES

63. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. All notices to be given to the Company shall be deposited at the Registered Office of the Company or such other address as the Directors shall notify. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice, and to have been effected at the expiration of twenty-four hours after the letter containing the same is posted.

64. A Member present at any meetings of the Company shall be deemed to have received notice of the meeting and, where requisite, the purposes for which is was called.

## INDEMNITY

65. Save and except insofar as the provisions of this Article shall be avoided by any provisions of the Act every member of the Board, Chairman, Vice-Chairman, Executive Director, agent, auditor, Secretary and other officer for the time being of the Company and their respective executors or administrators shall be indemnified out of the assets of the Company from and against all actions, costs, charges, losses, damages and expenses which they or any of them, they or any of their executors or administrators shall or may incur or sustain by or by reason of any act done, incurred in or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, and none of them shall be answerable for the acts, receipt, neglects or defaults of the other or others of them, or for the joining in any receipt for the sake of conformity or for any bankers or other persons with whom any monies or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for the insufficiency or deficiency of any security upon which any monies of or belonging to the Company shall be placed out or invested or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto.

## WINDING UP

66. If upon winding up or dissolution of the Company there remains after the satisfaction of its debts and liabilities any property, whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to some company, institution or organisation having objects similar to those of the Company, and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as the company being dissolved, such company institution or organisation to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object similar to that of the Company.

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NAMES, ADDRESSES AND DESCRIPTIONS OF THE SUBSCRIBERS

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David Curtis  
Rosebank Cottage  
1 Sanctus Street  
Stratford-upon-Avon  
Warwickshire  
CV37 6DH

*David Curtis*

*MUSEUM*

Michael Emmerson  
3 Wheeler's Court  
Scholars Lane  
Stratford-upon-Avon  
Warwickshire  
CV37 6HE

*Michael Emmerson*

*MANAGER*

Sir William Fettiplace Lawrence Bt  
The Knoll  
Walcote  
Nr Alcester  
Warwickshire  
B49 6LZ

*William F. Lawrence*

Director

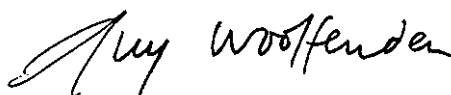
Barry John Smart  
59 Bordon Place  
Stratford-upon-Avon  
Warwickshire  
CV37 9AZ

*LEGAL CONSULTANT*

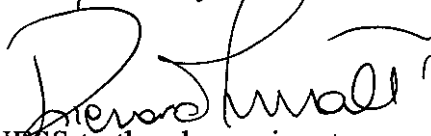


Guy Anthony Woolfenden  
Malvern House  
Sibford Ferris  
Banbury  
Oxfordshire  
OX15 5RG

*Headmaster RSC*



Dated the *12<sup>th</sup>* day of *February* 1996



WITNESS to the above signatures:-

Richard Murrall  
25 Meer Street  
Stratford-upon-Avon  
Warwickshire  
CV37 6QB

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