



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number

112309

I hereby certify that

WESTBOURNE MUSIC

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

Signed at Edinburgh

19 JULY 1988

A handwritten signature in black ink, appearing to be 'D. P. [unclear]', written over a horizontal line.

Registrar of Companies

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COMPANIES FORM No. 30(5)(a)

Declaration on application for the registration of a company exempt from the requirement to use the word "limited" or its Welsh equivalent

30(5)(a)

Please do not write in this margin

Pursuant to section 30(5)(a) of the Companies Act 1985

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

Note

This declaration should accompany the application for the registration of the company

* Insert full name of company

† delete as appropriate

For official use

[] [] [] []

Company number

112300

Name of company

* WESTBOURNE MUSIC

I, Malcolm McIver

of 249 West George Street, Glasgow

a [Solicitor engaged in the formation of the above-named company] ~~person named as director or secretary of the above company in the statement delivered under section 18 of the above Act~~ do solemnly and sincerely declare that the company complies with the requirements of section 30(3) of the above Act.

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

Declared at Glasgow

Declarant to sign below

the Eighth day of July

One thousand nine hundred and eighty eight

before me *William R. McIver* Notary Public

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

Malcolm McIver

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

Birc Semple Fyfe Ireland W3
249 West Goerge Street
Glasgow G2 4RB

MCI/SJP/DK

For official Use
New Companies Section

Post room

11 JUL 1988

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COMPANIES FORM No. 12

12**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

To the Registrar of Companies

For official use

For official use

[] [] [] []

112309

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

Name of company

* WESTBOURNE MUSIC

* Insert full
name of CompanyI, Malcolm McIverof 29 West George Street, Glasgow† 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 Glasgow

Declarant to sign below

the Eight day of JulyOne thousand nine hundred and ninety eightbefore me Malcolm McIver Notary Public

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

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

Bird Sempie, Fyfe Ireland WS
249 West George Street
Glasgow G2 4RB

MCI/SJP/DK

For official Use
New Companies Section

Post room

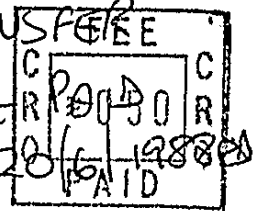
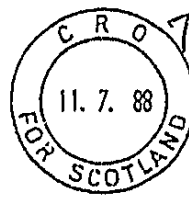
MEMORANDUM AND ARTICLES OF ASSOCIATION

of

WESTBOURNE MUSIC

**BIRD
SEMPLE
FYFE
IRELAND
WS**





112309

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

MEMORANDUM of ASSOCIATION

of

WESTBOURNE MUSIC

1. The Company's name is "Westbourne Music".
2. The Company's Registered Office is to be situated in Scotland.
3. The Company's objects are so far only as the same shall be deemed by law to be charitable:-
 - (1) To advance the arts in Scotland by the promotion, organisation, provision, management and production of concerts and recitals of all kinds of music including, without prejudice to the foregoing generality, chamber music in suitable halls, theatres or other premises;
 - (2) To enter into agreements with composers, singers, conductors, musicians, producers, designers, technicians, and all other persons, firms, agents, institutions, societies and companies whose services are considered to be necessary or desirable for the carrying out of the objects of the Company and to take on lease theatres, concert halls and other premises suitable for the Company's productions or presentations and to enter into all necessary agreements and arrangements for this purpose;
 - (3) To enter into all necessary agreements and arrangements in respect of copyright, licences or performing rights for the purpose of the Company's productions or presentations;
 - (4) To purchase or otherwise acquire or to hire all supplies of scenery, effects, plant, properties, costumes, furnishings, musical instruments, and others necessary or convenient for the purpose of the Company's productions or presentations;
 - (5) To employ professional and technical advisors or workers in connection with the objects of the Company and to pay such fees for their services as may be thought appropriate;
 - (6) To provide and arrange facilities for travel, accommodation and

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catering for persons involved in the Company's productions or presentations;

- (7) To establish and administer a Guarantee Fund in connection with, or furtherance of, the Company's objects;
- (8) To enter into any arrangements with any government, municipal, local or other authority that may seem conducive to the attainment of any of the Company's objects and to obtain from any such authority any rights, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges or concessions;
- (9) To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise, and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, commission, right or privilege which any government or authority or corporation or other public body may be empowered to grant and to pay for, aid in and contribute towards carrying the same into effect and to appropriate any of the Company's securities and assets, to defray the necessary costs, charges and expenses thereof;
- (10) To apply for, promote and obtain any Provisional Order or Act of Parliament to enable the Company to carry any of its objects into effect or to effect any modification of the Company's constitution and to assist in procuring improvements in the law and to oppose any Parliamentary or other proceedings which the Company may think adverse to its interest;
- (11) To purchase, take on feu, lease or in exchange, hire or otherwise acquire in any way whatever, any property, heritable or moveable, real or personal and to sell, feu, let on hire, improve, develop, mortgage, dispose of, turn to account or otherwise deal with all or any of the land, property and rights of the Company;
- (12) To raise and receive money for the purposes of the Company by borrowing on such terms and on such security as may be thought fit and by guarantees, gifts or donations in response to public or private appeals or otherwise and in relation to such gifts or donations to accept the same either unconditionally or subject to such conditions as may be agreed so however that no conditions shall be inconsistent with the terms or provisions of this Memorandum of Association;
- (13) 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 by law and subject also as hereinafter provided;
- (14) To do all such other acts as are incidental or conducive to the attainment of the above objects or any of them.

Provided that:-

- (1) in case the Company shall take or hold any property which

may be subject to any trusts the Company shall only deal with the same in such manner as allowed by law having regard to such trusts;

(ii) the Company shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others any regulations, restrictions, or conditions which if an object of the Company would make it a trade union;

(iii) in case the Company shall take or hold any property subject to the jurisdiction of any competent charitable authority the Company shall not sell, burden, 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 Directors 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 and receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Court of Session or any Court of competent jurisdiction or other authority having jurisdiction in the matter but the Directors shall as regards any such property be subject jointly and severally to such control or authority as if the Company were not incorporated.

4. 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. Provided that nothing herein shall prevent the payment in good faith of remuneration to any officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding eight per centum per annum for money lent or reasonable and proper rent for premises leased by any member of the Company. But so that no Director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or any benefit in money or money's worth shall be given by the Company to any Director or any company of which a Director may be a member except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises leased to the Company; provided that the provision last aforesaid shall not apply to any payment to any company of which a Director may be a member and in which such member will not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of such payment.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he

ceases to be a member for payment of the Company's debts and liabilities 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 among themselves.

7. 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 institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income or property amongst its or their members, to an extent at least as great as is imposed on the Company under or by virtue of Clause Four hereof, such institution or institutions 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 the foregoing provisions then to some objects which the law regards as charitable.

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

NAMES AND ADDRESSES
OF SUBSCRIBERS

Horrocks Jackson -
18 Devonshire Terrace Lane,
Glasgow G12 9XT.

Property Company Director
Mr. James 5 Great-Western Terrace, Glasgow
G12 0UP
Smith

Malcolm MacKenzie, 16 Westbourne Gardens, Glasgow, Solicitor

Robert W. Rogers Broadcaster
2A Westbourne Gardens Glasgow G12

Dated this 7th day of July Nineteen hundred and eighty eight

Witness to the above signatures:-

Margaret M. McIver
16 Westbourne Gardens
Glasgow G12 9XD
Housewife

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL
ARTICLES of ASSOCIATION
of
WESTBOURNE MUSIC

INTERPRETATION

1. In these articles:-

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

"the company" means Westbourne Music

"the articles" means the Articles of Association of the company

"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 given or on which it is to take effect

"the directors" means the directors of the company for the time being

"executed" includes any mode of execution

"office" means the registered office of the company

"the seal" means the common seal of the company

"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 articles 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.

HONORARY PRESIDENT

2. A person or persons may be appointed to be Honorary President or Honorary Vice-Presidents of the company. Such Honorary President or Honorary Vice-Presidents shall be elected by a majority of the members of the company in general meeting on the recommendation of the directors. An Honorary President or Honorary Vice-President who need not be a member of the company shall hold office until the first annual general meeting following his or her appointment but may be re-elected at that annual general meeting. The first Honorary President or Honorary Vice-Presidents may be appointed by the subscribers of the Memorandum of Association or by a majority of them.

MEMBERS

3. The subscribers to the Memorandum of Association and such other persons as the directors shall admit to membership shall be members of the company. A member shall forthwith cease to be a member if he shall resign his membership by giving notice in writing to the company. Membership shall not be transferable and shall cease on death.
4. The member or his legal personal representative in the case of a member whose membership has terminated by death shall remain liable for the payment of any contribution to the general funds of the company agreed upon but not paid at the date of resignation or death. The member, or his legal personal representative, shall remain a member of the company until the day after the next following annual general meeting or any adjournment thereof when his name shall be removed from the register of members of the company.

GENERAL MEETINGS

5. All general meetings other than annual general meetings shall be called extraordinary general meetings.
6. 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 eight 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 MEETING

7. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed -
 - (1) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - (2) in the case of any other meeting by a majority in number of the members having a right to attend.

The notice shall specify the time and place of the meeting and 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, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

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

PROCEEDINGS AT GENERAL MEETINGS

9. The company shall in each 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 fifteen 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 eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the directors shall appoint.
10. No business shall be transacted at any meeting unless a quorum is present. Two members present in person shall be a quorum.
11. If such a quorum is not present within half an hour from the time appointed for the meeting, 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 time and place as the directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members or member present personally shall be a quorum and shall be entitled to proceed with the business of the meeting and exercise thereat all powers of the members in general meeting.
12. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors 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 shall be chairman.
13. 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 shall choose one of their number to be chairman.
14. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.
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 by the chairman or by at least three members present in person or by proxy, or by any 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.
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 may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the 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 may have.
21. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other 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 (or in the case of a corporation, its duly authorised representative) 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 (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote.
25. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
26. No member shall vote at any general meeting either in person or by proxy unless all moneys presently payable by him to the company have been paid.
27. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
28. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
29. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve)-

" Westbourne Music

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 in my/our name(s) and on my/our behalf at the
annual/extraordinary general meeting of the company to be held on
19 _____, and at any adjournment thereof.

Signed on

19 _____."

30. Where it is desired to afford a member an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve) -

" Westbourne Music

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 in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the company, to be held on 19 _____, and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against
Resolution No. 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this _____ day of _____ 19 _____."

31. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may -

- (1) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (2) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (3) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

32. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by

the company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

33. Any Corporation which is a member of the company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representatives at any meeting of the company, and the person so authorised shall be entitled to exercise the same powers on behalf of the Corporation which he represents as that Corporation could exercise as if it were an individual member of the company.

NUMBER OF DIRECTORS

34. Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall be not less than two. The first directors of the company shall be the subscribers to the Memorandum of Association of the company.

POWERS OF DIRECTORS

35. 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 direction 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 power 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.
36. The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking and property or any part thereof and to issue securities whether outright or as security for any debt, liability or obligation of the company or of any third party and to grant guarantees in respect of the obligations of any third party.
37. 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.

DELEGATION OF DIRECTORS' POWERS

38. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any

such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

APPOINTMENT AND RETIREMENT OF DIRECTORS

39. The directors shall not be liable to retirement by rotation.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

40. The office of a director shall be vacated if-

- (1) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- (2) he becomes apparently insolvent, bankrupt or makes any arrangement or composition with his creditors generally; or
- (3) he is, or may be, suffering from mental disorder and either-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1984, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (4) he resigns his office by notice to the company; or
- (5) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated; or
- (6) he accepts any remuneration or other benefits in contravention of Clause 4 of the Memorandum of Association of the company.

DIRECTORS' EXPENSES

41. The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or otherwise in connection with the discharge of their duties.

PROCEEDINGS OF DIRECTORS

42. 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 of a meeting 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.

43. 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 two.
44. 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.
45. 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 five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
46. 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.
47. 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 or (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 been appointed as alternate director, it need not be signed by the alternate director in that capacity.
48. Any director who may be absent from any board meeting may signify his approval of any resolution passed thereat and to which his approval is necessary by signing a copy of the resolution or of the minute of the meetings.
49. 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 -
 - (1) 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;
 - (2) 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;

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.

SECRETARY

51. Subject to the provisions of the Act, the secretary shall be appointed by the directors 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.

MINUTES

52. The directors shall cause minutes to be made in books kept for the purpose-

- (1) of all appointments of officers made by the directors; and
- (2) of all proceedings at meetings of the company and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

ADVISORY COUNCIL

53. The directors may appoint an Advisory Council the members of which Council need not be members of the company. The chairman of the directors shall act as chairman of any such Advisory Council.

ASSESSORS

54. Any Assessor nominated from time to time by The Arts Council of Great Britain or any Local Authority or other body assisting the company financially or artistically shall be entitled to attend meetings of the company and/or the Advisory Council if any, and shall accordingly be notified of such meetings in like manner as if they were members of the company or of such Advisory Council but without the power to vote.

55. The directors shall cause proper books of account to be kept with respect to:-

- (a) all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the company and
- (c) the assets and liabilities of the company.

56. Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.

57. The books of account shall be kept at the registered office of the company, or, subject to section 147(3) of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
58. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the company or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by statute or authorised by the directors or by the company in general meeting.
59. The directors shall from time to time 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 referred to in those sections.
60. A copy of every balance sheet (including every document reequired by law to be annexed thereto) which is to be laid before the company in general meeting, together with a copy of the auditor's report, 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 that this article shall not require a copy of these 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.

GUARANTEE FUND

61. A Guarantee Fund may be established for the purpose of providing for any deficit which may rise on the working in any financial year. In computing such deficit the directors may provide for a sum, which shall not exceed ten per cent of the total amount guaranteed in any financial year, to be added to the reserve funds of the company.
62. The directors shall make regulations for the establishment and control of the Guarantee Fund if and when it is decided to establish such Fund.

THE SEAL

63. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

NOTICES

64. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.

The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.

65. A member present, either in person or by proxy, at any meeting of the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
66. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
67. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

WINDING UP

68. The provisions of Clause Seven of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect as if the same were repeated in these articles.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

David Hunter
18 Duncraig Terrace, Lane,
Glasgow G12 9XD
Proprietor Company Director

Mr. Bruce 5 Great Western Terrace, Glasgow
G12 0UP Sheriff.

Robert Bruce Broadbent
2A Westbourne Gardens Glasgow G12 9XD

Dated the 7th day of July 1988

Witnesses to the above signatures:-

Margaret M. M. M.
16 Westbourne Gdns
Glasgow G12 9XD Housewife

G

COMPANIES FORM No. 10

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

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

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

* insert full name
of company

To the Registrar of Companies

For official use

112300

Name of company

* WESTBOURNE MUSIC

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

249 West George Street,

Glasgow

Postcode G2 4RB

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

X

Bird Semple Fyfe Ireland WS

249 West George Street

Glasgow G2 4RB

Postcode G2 4RB

Number of continuation sheets attached (see note 1)

1

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

Bird Semple Fyfe Ireland WS,
249 West George Street,
Glasgow G2 4RB

REF MCI/SJP/CM

Page 1

For official use

General Section

Reception

11 JUL 1988

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

Please do not write in this margin

Name (note 3) Malcolm McIver		Business occupation	
		Solicitor	
Previous name(s) (note 3) -		Nationality	
Address (note 4) 16 Westbourne Gardens,		British	
Glasgow		Date of birth (where applicable)	
	Postcode G12 9XD	(note 6) N/A	
Other directorships † See Continuation Sheet No. 1			
I consent to act as director of the company named on page 1			
Signature <i>Malcolm McIver</i>		Date 7th July 1988	

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

Name (note 3) Morrison Alexander Rankin Dunbar		Business occupation	
		Property Company Director	
Previous name(s) (note 3) -		Nationality	
Address (note 4) 18 Devonshire Terrace Lane,		British	
Glasgow		Date of birth (where applicable)	
	Postcode G12 9XY	(note 6) N/A	
Other directorships † Dunbaron Flats Limited; Salmar Flats Limited; Comrie Properties Limited; Mont Flats Limited; SNO Society Limited			
I consent to act as director of the company named on page 1			
Signature <i>Morrison Alexander Rankin Dunbar</i>		Date 7th July 1988	

Name (note 3) John Sebastian Boyle		Business occupation	
		Sheriff	
Previous name(s) (note 3) -		Nationality	
Address (note 4) 5 Great Western Terrace,		British	
Glasgow		Date of birth (where applicable)	
	Postcode G12 0UP	(note 6) N/A	
Other directorships † Scottish Opera; Masterconcerts Limited			
I consent to act as director of the company named on page 1			
Signature <i>John Sebastian Boyle</i>		Date 7th July 1988	

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write in
this margin

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

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

Name (notes 3 & 7) Malcolm McIver	
Previous name(s) (note 3) -	
Address (notes 4 & 7) 16 Westbourne Gardens,	
Glasgow	
Postcode	G12 9XD
I consent to act as secretary of the company named on page 1	
Signature <i>Malcolm McIver</i>	Date 7th July 1988

Name (notes 3 & 7)	
Previous name(s) (note 3)	
Address (notes 4 & 7)	
Postcode	
I consent to act as secretary of the company named on page 1	
Signature	Date

delete if the form is
signed by the
subscribers

<i>Bird sample type Ireland US</i>	
Signature of agent on behalf of subscribers	Date 7th July 1988

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

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

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

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this margin

COMPANIES FORM No. 10 (cont.)

**Statement of first directors and
secretary and intended situation
of registered office (continuation)**

Continuation sheet No 1
to Form No. 10

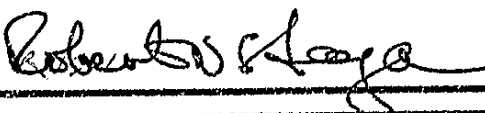
Company number

Name of company

* insert full name
of company

* WESTBOURNE MUSIC

Particulars of other directors (continued)

Name (note 3) Robert Noel Sangster Logan		Business Occupation
		Broadcaster
Previous name(s) (note 3) -		Nationality
Address (note 4) 2A Westbourne Gardens,		British
Glasgow		Date of birth (where applicable) (note 6)
	Postcode G12 9XD	N/A
I consent to act as director of the company named above (notes 9 and 10)		
Signature 		Date 7/7/88

Particulars of other directorships

Malcolm McIver's Directorships

Present Directorships:-

Mains Farm (East Kilbride) Limited
Kenneth MacKenzie Holdings Limited
M. & A. Thomson Litho Limited
Thomson Litho Holdings Limited
Rodime PLC
Secretar Securities Limited
Nominations (Glasgow) Limited
Nominations (Stornoway) Limited
Crawbird Trustee Limited
Quill Form Limited
Quill Serve Limited
The Laurel Bank School Co. Limited

Past Directorships:-

Marine Repair Bases Limited
Foods & Feeds (UK) Limited
Caithness Post Limited
Bain Morrison & Co. Limited

Particulars of other directorships (continued)

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