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COMPANIES FORM No. 12

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

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

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

For official use

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Name of company

* insert full
name of Company

* **NORWICH PLAYHOUSE THEATRE LIMITED**

† delete as
appropriate


I, Ronald Leslie Hall - being a duly authorised signatory of P. S. Nominees Limited of Suite 1, 2nd Floor, 1/4 Christina Street, London EC2A 4PA do solemnly declare that I am a person named as director or secretary of the company in the statement delivered to the registrar under section 10(2) and that all 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 101/103 Great Eastern Street,
London EC2A 3JD

Declarant to sign below

the 28th day of February one thousand
nine hundred and ninety

Before me


D. G. Segalov

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

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

For official Use

New Companies Section

Post room

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

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

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

For official use

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Name of Company

* Insert full name
of company

NORWICH PLAYHOUSE THEATRE LIMITED

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

Suite 1, 2nd Floor, 1/4 Christina Street, London EC2A 4PA

The memorandum is delivered by the following agent:-

X

Professional Searches Limited
Suite 1, 2nd Floor, 1/4 Christina Street, London EC2A 4PA
For Collection at the London Counter

Number of continuation sheets attached (see note 1)

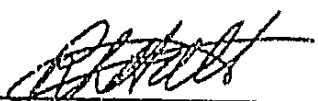
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Presenter's name address and
reference (if any):


For official Use
General Section

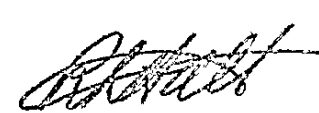
Post room

The name and particulars of the person who is to be the first director

Name	P S Nominees Limited	Business Occupation
Address	1/4 Christina Street, London EC2A 4PA	Limited Company
Other Directorships	None	
I hereby consent to act as director of the company named on page 1		
Authorised Signature		Date 1-2-90

The name and particulars of the person who is to be the first secretary

Name	P S Secretaries Limited
Address	1/4 Christina Street, London EC2A 4PA
I hereby consent to act as secretary of the company named on page 1	
Authorised Signature	
Date	1-2-90

Signature of agent on behalf of subscribers		Date 1-2-90
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MEMORANDUM OF ASSOCIATION

OF NORWICH PLAYHOUSE THEATRE LIMITED

1. The name of the Company is Norwich Playhouse Theatre Limited
2. The Registered Office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-

(A) To establish, maintain and manage theatres, cinemas and clubs, and to carry on the business of proprietors of a licensed club and other recreation rooms and refreshment rooms and to carry on business as restaurant, cafe and hotel proprietors and to afford accommodation for gaming, dancing, entertainment, eating and meetings and gatherings for all description, whether social, commercial or otherwise; to build, adapt, construct, repair, uphold, maintain and furnish a club-house or club-houses, and all other buildings necessary or convenient for establishing and carrying on a licensed club or clubs; to provide variety artists, theatrical acts, entertainers, cabaret artists and musicians of all kinds;

(B) To carry on any other business which may in the opinion of the directors of the Company be capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or which may seem capable of being directly or indirectly to the benefit of the Company.

(C) To purchase or otherwise acquire all or any part of the business, property and other assets and liabilities of any company, partnership, unincorporated association or person or establish or promote any company which may be expedient for any of the purposes of the Company or carrying on any business which the Company is authorised to carry on, and upon any terms and for any consideration, and to conduct and carry on, or liquidate and wind up, any such business.

(D) To enter into partnership with or into any joint venture with or any arrangement involving sharing of profits, union of interests, reciprocal concessions or any other form of co-operation with any person or company carrying on or about to carry on or be engaged in any business or transaction which the Company is authorised to carry on, upon any terms and for any consideration.

(E) To take part in the formation or management or control of the business of any company, firm, partnership or person, on such terms and with such provision for the remuneration of persons involved with or connected with such business as the Company may think fit.

(F) To establish, promote, control or otherwise assist any company or companies for the purpose of acquiring any of the property of the Company or furthering any of the objects of the Company.

(G) To take or otherwise acquire, hold, sell or otherwise deal with any shares, securities or obligations of any company, whether constituted or carrying on business within or outside the United Kingdom, and other securities of any kind and in any part of the world, and to issue or guarantee the issue of, or the payment of interest on, any such shares or securities, and to pay or provide for brokerage, commission and underwriting in respect of any such issue.

(H) To purchase, take on lease or in exchange, or otherwise acquire for the purpose of the Company, any real or personal property which to the Company may seem suitable or convenient for any purposes of its business.

(I) To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any offices, workshops, mills, plant, machinery and other things found necessary or convenient for the purposes of the Company.

(J) To apply for and take out, purchase or otherwise acquire any designs, trade marks, patents, patent rights or inventions, copyright, secret processes, licences, or any like rights which may be useful for the purposes of any of the Company's businesses or which may be directly or indirectly to the benefit of the Company, and to use, exercise, develop, grant licences in respect of or otherwise deal with the rights and information so acquired.

(K) To manufacture, buy, sell, hire, repair, improve and generally deal in all materials, machinery, tools, goods or articles of any kind which may be required or used in connection with any of the businesses of the Company.

(L) To sell, let on lease or otherwise dispose of or grant rights over the business, undertakings and real and personal property of the Company on such terms as the Company shall determine.

(M) To accept shares (fully or partly paid-up), stocks, the debentures, mortgage debentures or any other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company, and to hold, sell or otherwise deal or dispose of any shares, stock or securities so acquired.

(N) To draw, make, accept, indorse, discount, issue or execute any bills of exchange, cheques, promissory notes and other negotiable or transferable instruments.

(O) To borrow, raise money or secure obligations and enter into any guarantee, contract or indemnity or suretyship whether by personal covenant or otherwise in respect of the obligations of any kind of the Company or any other company, firm, authority or person, wherever the same may be situate, and including without prejudice to the generality of the foregoing any company which is for the time being in relation to the Company a holding Company or subsidiary of any such holding company (within the meaning of the Act) and for any of such purposes to issue debentures, debenture stock, bonds, mortgages or any securities, founded or based upon all or any of the property and rights of the Company, including its uncalled capital, or without any such security, and upon such terms as to priority or otherwise, as the Company shall think fit.

(P) To receive money on deposit, with or without allowance for interest.

(Q) To advance and lend money (with or without security) to such persons and on such terms as may be thought proper.

(R) To invest the monies of the Company not immediately required in such manner as from time to time may be determined by the Company.

(S) To provide for the welfare of persons in the employment of the Company or formerly in the employment of the Company or its predecessors in business or any subsidiary or associated company of the Company, and the wives, widows and families and dependents of such persons, by grants of money, donations, gratuities, pensions or other payments, and to establish and maintain or procure the establishment of any non-contributory or contributory pension, provident or superannuation funds, or any other trusts, funds and schemes with a view to providing for the payments aforesaid.

(T) To subscribe or otherwise contribute to or help any charitable, benevolent or useful object of a public character including (without prejudice to the generality of the foregoing) objects promoted by any educational, scientific or religious institution or trade Company, whether or not such objects be connected with the business of the Company, and to institute or maintain any club or establishment.

(U) To amalgamate with any other company.

(V) To do all such things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

Provided that 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.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

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 a 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 reasonable and proper remuneration to any officer or servant of the Company, or to any Member of the Company, nor prevent payment of a reasonable rate of interest on money lent or reasonable and proper rent for premises demised or let by any Member of the Company.

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 debts and liabilities of the Company contracted before he ceases to be a Member, and the true costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £10.00 (Ten Pounds).

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, and 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 charitable objects similar to the objects 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 is imposed on the Company under or by virtue of Clause 4 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 such provision, then to some charitable object.

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

Names and Addresses of Subscribers.

P. S. NOMINEES LIMITED
1-4 CHRISTINA STREET
LONDON EC2A 4PA

(Authorised Signatory)



P. S. SECRETARIES LIMITED
1-4 CHRISTINA STREET
LONDON EC2A 4PA

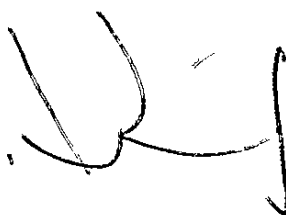
(Authorised Signatory)



Dated the first day of February 1990

Witness to the above signatures:-

ALAN RUTLAND
1-4 CHRISTINA STREET
LONDON EC2A 4PA



ARTICLES OF ASSOCIATION

OF NORWICH PLAYHOUSE THEATRE LIMITED

INTERPRETATION

1. (a) "the Act" means the Companies Act 1985;
- (b) "the Seal" means the common seal of the Company;
- (c) "the Secretary" means any person appointed to perform the duties of the Secretary of the Company;
- (d) "the United Kingdom" means Great Britain and Northern Ireland;
- (e) "month" means calendar month
- (f) "in writing" means written, printed or lithographed or partly one and partly another and other modes of reproducing words in a visible form
- (g) Words other than "male" importing the masculine gender include the female gender
- (h) Words importing the singular number shall include the plural number and vice versa

MEMBERSHIP

2. The subscribers to the Memorandum of Association shall be members of the Company and such other persons as are admitted to membership in accordance with these Articles.

MEMBERS RIGHTS

3. All members shall have the right to attend and vote at Meetings and seminars.

MANAGEMENT OF THE Company

- 4.(1) The office of a director shall be vacated if:-

- (a) 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
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or becomes unsound of mind, as defined by law; or
- (d) he resigns his office by notice to the company; or
- (e) 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.

- 4.(2) The business of the Company shall be managed by the directors (hereinafter referred to as "the Executive Committee Members" or when acting as a body "the Executive Committee") who may exercise all the powers of the Company, subject to the provisions of the Act, the Memorandum and the Articles of Association and to any directions given by the Members in General Meeting.

4.(3) Unless otherwise determined by ordinary resolution the Executive Committee Members shall be not more than ten or less than one.

4.(4) The subscribers to the Memorandum of Association shall be the first Executive Committee Members and shall hold office until the conclusion of the first Annual General meeting and from the date of incorporation until that time shall exercise all the powers granted to the Executive Committee pursuant to these Articles of Association.

4.(5) At least two calendar months prior to the date set for the Annual General Meeting the Secretary shall invite nominations for Executive Committee Members. All nominees shall be proposed and seconded by a member and the nominations shall be signed by the candidate confirming his willingness to accept the nomination. All nominations must be received by the Secretary at least five weeks before the Annual General Meeting and when so received shall be forwarded to all members with the notice of the Annual General Meeting. If the number of nominations received is less than ten then the nominees will all be proposed for appointment as a single resolution unless otherwise decided at the Annual General Meeting. If the number of nominations received is more than ten then a ballot shall be held to determine which of the nominees shall be elected. Each member shall be entitled to five votes but not more than one vote may be cast in favour of one nominee. Voting shall be by ballot paper distributed with the notice of Annual General Meeting and if not delivered to the Chairman by the member personally at the Annual General Meeting shall be forwarded to the Secretary to reach him not less than 24 hours prior to the Annual General Meeting. The results of the ballot shall be announced at the Annual General Meeting immediately after the vote has been counted.

4.(6) Executive Committee members shall hold office from the conclusion of the Annual General Meeting at which they are appointed to the conclusion of the next Annual General Meeting.

4.(7) The Executive Committee shall have the power from time to time to make, alter and repeal all such bye-laws on matters falling within their responsibility as they deem necessary, expedient or convenient for the proper conduct and management of the Company and in particular but not exclusively they may by such bye-laws regulate:

(a) the level of entrance and membership fees;

(b) the timing and subject matter of monthly meetings;

(c) the power to co-opt other members of the Company onto the Executive Committee for specific purposes;

(d) the power to reimburse the expenses of Members incurred whilst carrying out any duties prescribed by the Executive Committee;

(e) generally all such matters as are commonly the subject matter of the Company's rules

4.(8) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, and the case may be in such a manner as the Executive Committee shall from time to time by resolution determine.

PROCEEDINGS OF THE EXECUTIVE COMMITTEE

5.(1) The Executive Committee may meet together for the despatch of business adjourn and otherwise regulate their meetings, as they think fit but they will normally meet at least once a quarter. Questions arising at any meeting shall be decided by a majority vote of those present at the meeting. In the case of an equality of votes the Chairman shall have a second or casting vote. Meetings may be called at the discretion of the Chairman or by any other two Members of the Executive Committee. Ten days notice shall be given of any meeting unless waived by a least two-thirds of the Members for the time being comprising the Executive Committee. It shall not be necessary to give notice of a meeting of the Executive Committee to any Executive Committee Member for the time being absent from the United Kingdom.

5.(2) The quorum for an Executive Committee meeting may be fixed by the Executive Committee and unless and until so fixed shall be four.

5.(3) The Members may elect a Chairman and a Vice Chairman of their Meetings and determine the period for which they are to hold office; but if no such Chairman or Vice Chairman are elected, or if at any Meeting the Chairman or Vice Chairman are not present within five minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairman of the Meeting.

5.(4) The Executive Committee may delegate any of their powers to sub committees consisting of such persons, whether or not Members, as they think fit; any sub committee so formed shall in the exercise of its powers conform to any regulations that may be imposed on it by the Executive Committee.

5.(5) All decisions by any meeting of the Executive Committee or of a sub committee shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Executive Committee member or sub committee member or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a member of the Executive Committee or such sub committee.

5.(6) A resolution signed by all the Executive Committee Members for the time being entitled to receive notice of a meeting of the Executive Committee or by all the members of any sub committee shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee or of such sub committee duly convened and held.

5.(7) The Executive Committee shall cause proper minutes to be made of all appointments of officers made by them and of the proceedings of all meetings of the Company and of the Executive Committee and of sub committees and all business transacted at such meetings, and any such minutes of any meeting, 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 any further proof of the facts therein stated.

GENERAL MEETINGS

6.(1) The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in the year 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 fifteen 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 Executive Committee shall appoint. At least twenty-one days' notice of any General Meeting shall be sent to every Member of the Company at his address as recorded in the Company's Register of Members.

6.(2) The Annual General Meeting shall inter alia, deal with the following;

- (a) receive the audited accounts for the previous year;
- (b) receive the report of the Executive Committee;
- (c) elect the Executive Committee;
- (d) appoint the Auditors and fix their remuneration;
- (e) conduct such other business as shall have been communicated to the Secretary and included in the notice of the meeting referred to in Clause 6.(1) hereof.

The Secretary shall circulate with the notice of meeting referred to in Clause 6.(1) hereof the audited accounts for the previous fiscal year and the report of the Executive Committee.

6.(3) All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

6.(4) Notwithstanding the provisions of Clause 6.(1) hereof as to notice the Executive Committee may whenever it thinks fit or shall on requisition made in writing by any twenty or more Members convene

an Extraordinary General Meeting. Any requisition made as aforesaid must state the object of the meeting proposed to be called and must be signed by the requisitionists and deposited with the Secretary. On receipt of the requisition the Executive Committee shall forthwith proceed to convene an Extraordinary General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

7.(1) The accidental omission to give notice of any meeting to or the non-receipt of such notice by any Member entitled to receive notice shall not invalidate the proceedings at that meeting.

7.(2) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as otherwise therein provided eleven Members personally present shall be a quorum. If within half an hour from the time appointed for the meeting a quorum of Members is not present the meeting if convened on the requisition of members shall be dissolved and in any other case it shall stand adjourned to the same day in the following week at the same time and place or as the Executive Committee shall otherwise determine and if at the adjourned meeting a quorum of Members is not present within half an hour of the time appointed for the meeting the Members present shall be a quorum.

7.(3) The Chairman or Vice Chairman of the Executive Committee shall preside as Chairman at every General Meeting. If there is no such Chairman or if at any meeting he is not present within five minutes of the time prescribed for holding the same the Members present shall choose any one of their number to be Chairman of the meeting.

7.(4) The Chairman may with the consent of the meeting adjourn the meeting from time to time and place to place but no other business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

7.(5) At any General Meeting unless a poll is demanded by the Chairman or by at least five Members personally present a declaration by the Chairman that a resolution has or has not been carried and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number of votes or proportion of the votes recorded in favour of or against the resolution.

7.(6) If a poll is demanded in manner aforesaid the same shall be taken in such manner as the Chairman directs and he may appoint scrutineers (who need not be Members of the Company) 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.

7.(7) No Member shall be entitled to vote at any meeting unless all the monies then due from him to the Company have been paid. Every Member of the Company entitled to vote shall have one vote and no more except than in the case of equality of votes the Chairman shall have a second or casting vote.

AUDIT

8. An auditor or auditors shall be appointed and their duties regulated in accordance with the Act or any statutory modification thereof for the time being in force.

INTERPRETATION OF ARTICLES

9. The Executive Committee shall have the power to interpret the Articles.

ALTERATION OF ARTICLES

10. No alteration or addition to these Articles shall be made except by a Special Resolution carried by a majority of at least three-fourths of the persons voting at a General Meeting the notice of which shall have contained particulars of the proposed alteration or addition.

SEAL

11. The Executive Committee shall provide for the safe custody of the common seal of the Company. The seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Executive Committee. The Secretary or such other person as the Executive Committee may appoint for

the purpose as aforesaid and one of the members of the Executive Committee shall sign every instrument to which the seal of the Company is so affixed in their presence.

NOTICES

12.(1) 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, of (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. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

12.(2) Notice of every General Meeting shall be given in any manner hereinbefore authorised to:

(a) every Member except those Members who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the giving of notices to them;

(b) the auditor for the time being of the Company.

Names, Addresses and Descriptions of Subscribers.

P S NOMINEES LIMITED
1-4 CHRISTINA STREET
LONDON EC2A 4PA

(Authorised Signatory)

P S SECRETARIES LIMITED
1-4 CHRISTINA STREET
LONDON EC2A 4PA

(Authorised Signatory)

Dated the first day of February 1990

Witness to the above signatures:-

ALAN RUTLAND
1-4 CHRISTINA STREET
LONDON EC2A 4PA

FILE COPY



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

No. 2485665

I hereby certify that

NORWICH PLAYHOUSE THEATRE LIMITED

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

Given under my hand at the Companies Registration Office,
Cardiff the 27 MARCH 1990

P. Bevan
P. BEVAN

an authorised officer

The Companies Act 1985


Company Limited by Guarantee

NORWICH PLAYHOUSE THEATRE LIMITED

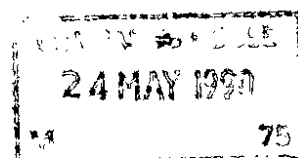
At an extraordinary general meeting of the above named company duly convened and held at 1 Lobster Lane, Norwich, Norfolk, NR2 1DQ on 28th March 1990, the following resolutions were duly passed as special resolutions of the company.

SPECIAL RESOLUTIONS

1. That the document signed by the Chairman for the purposes of identification be adopted as the memorandum of association of the company in substitution for the existing memorandum of association.
2. That the regulations contained in the document signed by the Chairman for the purposes of identification be adopted as the articles of association of the company in substitution for the existing articles of association.


E.J. Burke
Secretary

(CFT870ABD)



Henry Banks

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

NORWICH PLAYHOUSE THEATRE LIMITED

1. The name of the company (hereinafter called "the Company") is NORWICH PLAYHOUSE THEATRE LIMITED.

2. The registered office of the Company will be situated in England and Wales.

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

To educate the public in the art of drama in particular by promoting public lectures, concerts, recitals, theatrical productions and other artistic works and by providing a public theatre for the City of Norwich.

And the Company shall have the following powers exercisable in furtherance of its said objects but not otherwise, namely:

3.1 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;

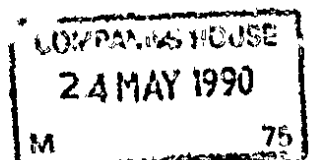
3.2 to sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company;

3.3 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;

3.4 to borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;

3.5 to take and accept any gift of money, property or other assets whether subject to any special trust or not;

3.6 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;

3.7 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

3.8 to invest 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;

3.9 to make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with or without security) to or for any charitable associations or institutions;

3.10 to undertake and execute charitable trusts;

3.11 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, subject to the provisions of clause 4 hereof, 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;

3.12 to amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have objects altogether or mainly similar to those of the Company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;

3.13 to pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;

3.14 to do all such other lawful and charitable things as shall further the attainment of the objects of the company or any of them.

Provided that:-

3.1.1 In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;

3.1.2 The Company's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers;

3.1.3 In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the 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, receipts, neglects, and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such directors 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 Chancery Division or the Charity Commissioners over such directors but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.

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 director of the Company 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:

4.1 of reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any member, officer or servant of the Company;

4.2 of interest on money lent by a member or director of the Company at a rate per annum not exceeding two percentage points less than the base lending rate for the time being of the Company's clearing bankers or 3% whichever is the greater;

4.3 to any director of reasonable out-of-pocket expenses;

4.4 of fees, remuneration or other benefit in money or money's worth to a Company of which a member of the Company or a director may be a member holding not more than one hundredth part of the capital of such Company;

4.5 of reasonable and proper rent for premises demised or let by any member of the Company or any director.

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 among themselves, such amount as may be required not exceeding £1.

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 charitable body or bodies having objects similar to the objects 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 is imposed on the Company under or by virtue of Clause 4 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

CFH657XCT-900309

Henry Burke

No. 2485665

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

NEW
ARTICLES OF ASSOCIATION

OF

NORWICH PLAYHOUSE THEATRE LIMITED
Incorporated on the

19

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 ARTICLES' means the Articles 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

'EXECUTED' includes any mode of execution

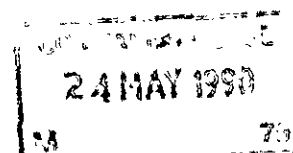
'OFFICE' means the registered office of the Company

'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 Articles become binding on the Company.



Members

2. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the 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.

3. A member may at any time withdraw from the Company by giving at least 7 clear days' notice to the Company. Membership shall not be transferable and shall cease on death.

4. The directors may also at their discretion terminate the membership of any member but the requirements of natural justice shall be respected and a member shall be entitled to be heard in his own defence by the directors or a committee of the directors.

5. The Company is established for the purposes expressed in the Memorandum of Association.

6. It shall be lawful for the directors to provide for the admission of such persons as they may think fit to be friends or associates of the Company and for the rights duties and liabilities (if any) of such friends or associates but so that such persons shall not by virtue of being friends or associates as aforesaid be members of the Company and their rights (if any) shall not include a right to speak or vote at general meetings of the Company. The Secretary shall keep an accurate register of such friends or associates of the Company.

General meetings

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 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 21 Clear Days' notice. All other extraordinary general meetings shall be called by at least 14 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 attend and vote being a majority together holding not less than 95 per cent of the total voting rights at the meeting of all the members.

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. The notice shall be given to all the members and to the directors and auditors.

10. 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

11. No business shall be transacted at any meeting unless a quorum is present. Two 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, 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 as the directors may determine.

13. 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 15 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.

14. If no director is willing to act as chairman, or if no director is present within 15 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. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting.

16. 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 14 days or more, at least 7 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.

17. 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 two members having the right to vote at the meeting; or

(c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting;

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 other time and place as the chairman directs not being more than 30 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.

23. 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 7 Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.

24. 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

25. On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.

26. 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.

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. An instrument appointing a proxy shall be in writing, Executed by or on behalf of the appointer and shall be in the following form (or in the form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

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 _____

29. Where it is desired to afford members 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).

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

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

strike out whichever is not desired.

Signed this day of 19

(a) be deposited at the office or 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

(b) 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

(c) 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.

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Number of directors

32. Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall be not less than three.

Powers of directors

33. 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.

34. 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

35. The directors may delegate any of their powers to any committee consisting of one or more directors or other persons. 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 provided that the directors shall exercise reasonable supervision over any such persons and that all acts or proceedings of any such persons shall be fully and promptly reported to the directors. 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

36. At the first annual general meeting all the directors shall retire from office, and at every subsequent annual general meeting one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one third shall retire from office, but, if there is only one director who is subject to retirement by rotation, he shall retire.

37. Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment but as between persons who became or were last re-appointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

38. If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the director is put to the meeting and lost.

39. No person other than a director retiring by rotation shall be appointed or re-appointed a director at any general meeting unless:

(a) he is recommended by the directors; or

(b) not less than 14 nor more than 35 Clear Days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-appointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or re-appointed.

40. Not less than 7 nor more than 28 Clear Days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or re-appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or re-appointment as a director. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Company's register of directors.

41. Subject as aforesaid, 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 and may also determine the rotation in which any additional directors are to retire.

42. 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 the 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 and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not re-appointed at such annual general meeting, he shall vacate his office at the conclusion thereof.

43. Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be re-appointed. If he is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

Disqualification and removal of directors

44. The office of a director shall be vacated if:

(a) he ceases to be a director by virtue of any provisions of the Act or he becomes prohibited by law from being a director; or

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

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

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

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

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

(e) he shall for more than 6 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.

Remuneration of directors

45. The provisions of the Memorandum of Association as to the remuneration of directors shall apply.

Directors' expenses

46. 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 committee of directors or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

Directors' appointments and interests

47. Subject to the provisions of the Act and of the Memorandum of Association, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company. Notwithstanding any other provision in these Articles of Association Henry Charles Burke is appointed Artistic Director of the Company for an initial period of ten years or such shorter period as he may determine. As such he will not be required to retire by rotation in accordance with Article 36 above.

48. Subject to the provisions of the Act and the Memorandum of Association and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:

(a) may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

(b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

(c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

49. For the purposes of regulation 48:

(a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and

extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and

(b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

Proceedings of directors

50. 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. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. A resolution in writing signed by all 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.

56. 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 along 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.

57. 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.

58. 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.

59. 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.

60. 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

61. Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such terms, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

Minutes

62. The directors shall cause minutes to be made in books kept for the purpose:

(a) of all appointments of officers made by the directors; and

(b) 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.

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 two directors.

President, vice-presidents and patrons

64. The directors may appoint any person to be the president and any person or persons to be vice-presidents or patrons of the Company for such term or terms specified at the time of appointment as they shall think fit. Such persons shall not by virtue only of such appointments be directors or members of the Company.

Accounts

65. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the directors or by ordinary resolution of the Company.

66. 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

67. 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 members shall be entitled to receive any notice from the Company.

68. 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.

69. 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.

Winding up

70. On the winding-up and dissolution of the Company the provisions of the Memorandum of Association shall have effect as if repeated in these Articles.

Indemnity

71. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled,

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

CFY791XCT-900423

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COMPANIES FORM No. 225(1)

Notice of new accounting reference date given during the course of an accounting reference period**225(1)**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

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

* insert full name of company

Note
Details of day and month in 2, 3 and 4 should be the same. Please read notes 1 to 5 overleaf before completing this form.

† delete as appropriate

1. To the Registrar of Companies
(Address overleaf - Note 6)

Company number

2485665

Name of company

* NORWICH PLAYHOUSE THEATRE LIMITED.

2. gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is
3. The current accounting reference period of the company is to be treated as [shortened][extended]† and [is to be treated as having come to an end][will come to an end]† on
4. If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on the exception in paragraph (a) in the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:
- The company is a [subsidiary][parent]† undertaking of

Day Month

3 0 0 6

Day Month Year

3 0 0 6 1 9 9 1

_____, company number _____

the accounting reference date of which is _____

5. If this notice is being given by a company which is subject to an administration order and this notice states that the current accounting reference period of the company is to be extended AND it is to be extended beyond 18 months OR reliance is not being placed on the second part of section 225(4) of the Companies Act 1985, the following statement should be completed:

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

6. Signed Henry Burke Designation†

Date 7/3/91

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

Presenter's name address
telep† one number and reference (if any):

For official use
D.E.B.

Post room

COMPANIES HOUSE
12 MAR 1991
13

03 - 03 - 95

8485665

FILE COPY

The Directors
Norwich Playhouse Theatre Limited
1 Lobster Lane
NORWICH
Norfolk
NR2 1DQ

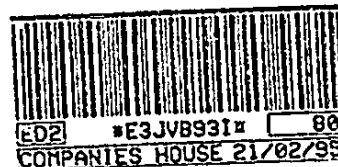
JC/281

4 October 1994

Dear Sirs

In accordance with Section 394 of the Companies Act 1985, we confirm that there are no circumstances connected with our ceasing to hold office that we consider should be brought to the attention of the company's members or creditors.

Yours faithfully



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