

The Companies Act 1985

Company Limited by Shares



MEMORANDUM AND ARTICLES

OF ASSOCIATION

OF REEDMONTE LIMITED

(As amended by Special Resolutions of
27 July 1994, 11 January 1996 and 26 July 2004)

COMPANY NUMBER : 2947877

INCORPORATED ON : 12TH DAY OF JULY 1994

THE COMPANIES ACT 1985 to 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

REEDMONTE LIMITED

1. PRELIMINARY

- (a) Subject as hereinafter provided, the regulations contained in Table A of the Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A"), shall apply to the Company.
- (b) Regulations 24, 35, 40, 64, 65-69, 73-80, 81, 84, 87, 88, 89, 93 and 94-98 of Table A shall not apply to the Company.
- (c) The expressions "relevant securities" and "equity securities" wheresoever appearing herein, shall bear the meaning ascribed to them by the Act.

2. SHARES

- (a) Subject to the provisions of Table A and to the following provisions of these Articles, the Directors shall have authority to exercise any power of the Company to offer, allot or otherwise dispose of any shares in the Company, or any relevant securities, to such persons, at such times and generally on such terms and conditions as they think proper provided that (insofar as the Company in General Meeting shall not have varied, renewed or revoked the said authority):-
 - (i) The Directors shall not be authorised to make any offer or allotment of shares in the Company, or grant any right to subscribe for, or to convert any securities into, shares in the Company if such allotment, or any allotment in pursuance of such offer or right, would or might result in the aggregate of the shares or stock in issue exceeding, in nominal value, the amount of the Authorised Share Capital of the Company for the time being, and such limitation shall determine the maximum amount of the relevant securities which at any time remain to be allotted by the Directors hereunder.
 - (ii) The period within which the said authority to allot relevant securities may be exercised shall be limited to five years, commencing upon the date of the *incorporation of the Company*.

THE COMPANIES ACT 1985 to 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

REEDMONTE LIMITED

1. The Company's name is Reedmonte Limited.
2. The Company's Registered Office is to be situated in England and Wales.
3. The Company's objects are:-
 - (a) (i) The object of the Company is to carry on business as a general commercial company;
 - (ii) Without prejudice to the generality of the objects and powers of the Company derived from Section 3A of the Companies Act 1985 the Company has the following objects:-
 - (b) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company, or further any of its objects.
 - (c) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.
 - (d) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or

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- (b) Any offer or agreement in respect of relevant securities, which is made prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the Directors may at any time allot any relevant securities in pursuance of such offer or agreement.
 - (c) The authority conferred upon the Directors to allot relevant securities may at any time, by Ordinary Resolution of the Company in General Meeting, be revoked, varied or renewed (whether or not it has been previously renewed hereunder) for a further period not exceeding five years.
- 3. Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities by the Company. The shares comprised in the initial allotment by the Company shall be at the disposal of the Directors as they think proper but thereafter, unless otherwise determined by Special Resolution of the Company in General Meeting, any relevant securities shall, before they are allotted on any terms to any person, be first offered on the same or more favourable terms to each person who holds shares in the Company in the proportion which is, as nearly as practicable, equal to the proportion in nominal value held by him of the aggregate of such shares in issue.

Such offer shall be made by notice in writing specifying the number of shares offered and the period, being not less than twenty one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or on receipt of notice of the acceptance or refusal of every offer so made, the Directors may, subject to these Articles, dispose of such securities as have not been taken up in such manner as they think proper. The Directors may, in like manner, dispose of any such securities as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided.

- 4.
 - (a) No share shall be issued at a discount.
 - (b) The Company shall not have power to issue share warrants to bearer.
 - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- 5. Subject to the provisions of Part V of the Act:-

subsidise the erection, construction and maintenance of any of the above.

- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (g) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (h) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.
- (i) To make advances to customers and others with or without security, and upon such terms as the Company may approve and generally to act as bankers for any person or corporation.
- (j) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such

- (a) The Company may purchase any of its own shares, provided that the terms of any contract under which the Company will or may become entitled or obliged to purchase its own shares shall be authorised by Special Resolution of the Company in General Meeting before the Company enters into the contract.
- (b) The Company shall be authorised, in respect of the redemption or purchase of any of its own shares, to give such financial assistance, or to make such payments out of capital as may be permissible in accordance with the Act, provided that any such assistance or payment shall first be approved by Special Resolution of the Company in General Meeting.

6. **LIEN**

In regulation 8 of Table A, the words "(not being a fully paid share)" shall be omitted.

7. **TRANSFER OF SHARES**

The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share.

8. **PROCEEDINGS AT GENERAL MEETINGS**

No business shall be transacted at any Meeting unless a quorum is present. Two members entitled to attend at that Meeting, present in person, or by proxy or (in the case of a corporation) a duly authorised representative shall be a quorum. **PROVIDED ALWAYS** that if there is only one member for the time being of the Company then one member, proxy or duly authorised representative (as appropriate) shall be a quorum.

9. **DIRECTORS**

There shall be not less than two nor more than six Directors.

- 10. Kirklees Theatre Trust shall be entitled by notice in writing to the Company to appoint all of the Directors and at any time and from time to time by like notice shall be entitled to appoint any other person to be a Director in place of a Director removed.
- 11. A notice of appointment or removal of a Director pursuant to Article 12 shall take effect upon lodgement at the registered office of the Company or on delivery to a meeting of the Directors or on delivery to the Secretary.

persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

- (k) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (l) *To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.*
- (m) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any Company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

12. APPOINTMENT AND REMOVAL OF DIRECTORS

Every Director appointed by Kirklees Theatre Trust shall hold office until s/he is either removed as provided by Article 15 or dies or vacates office and neither the Company in general meeting nor the Directors shall have power to fill any such vacancy.

13. No Director shall be appointed otherwise than as provided by these Articles.

14. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract, arrangement or dealing with the Company, shall declare the nature of his/her interest at a meeting of the Directors, and subject thereto and subject to the right of the remaining Directors to resolve that s/he withdraw and not vote on a particular matter, s/he may be counted in the quorum present at any meeting of the Directors where such contract, arrangement or dealing with the Company is considered or entered into and may vote in respect thereof.

15. The office of a Director shall be vacated if:-

- (a) He ceases to be a Director by virtue of any provision of the Acts 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, in relation thereto, he is admitted to hospital for treatment or an order is made by any court having jurisdiction 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 is for the time being, detained in prison; or
- (f) He is nominated by the Kirklees Theatre Trust and he ceases to be a director and/or member of the Kirklees Theatre Trust or otherwise has his or her nomination revoked;

16. PROCEEDINGS OF DIRECTORS

- (a) The Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a

- (o) To enter into any partnership or joint venture arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (r) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (s) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares

second or casting vote. A Director may, and the Secretary on the request of a Director shall, at any time summon a Board Meeting. It shall not be necessary to give notice of a Board Meeting to any Director for the time being absent from the United Kingdom;

- (b) The quorum for the transaction of the business of the Directors shall be two
- (c) In the event that at any duly convened meeting of the Directors is not so quorate, or if during the meeting such a quorum ceases to be present for more than 30 minutes at a time, the meeting shall be adjourned to such other day, and at such other time and place as may be agreed in writing and at such adjourned meeting the quorum shall be as provided above.
- (d) The Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Directors, the Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.
- (e) The Directors shall elect a Chairman of their meetings and determine the period for which s/he is to hold office; but, if no such Chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the Directors present may choose one of their number to chair the meeting, and Regulation 91 of Table A shall be amended accordingly.
- (f) A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held, and may consist of several documents in like form each signed by one or more Directors.
- (g) Unless otherwise agreed in writing by the Directors at least 7 days' notice in writing shall be given to each Director of every meeting of the Directors, except any absent from the United Kingdom for the time being.
- (h) Appropriate complete minutes of each Meeting of the Directors shall be maintained by the Company and copies thereof distributed to the Directors as soon as reasonably practicable after the meeting shall have been held.

17. INDEMNITY

Subject to the provisions of Section 310 of the Act, and in addition to such indemnity as is contained in Regulation 118 of Table A, every Director, Secretary or other officer of the

or stock of this or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- (t) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (u) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.
- (v) To do all such things as are incidental or conducive to the above objects or any of them.
- (w) The Company shall pay to the Registered Charity No. 510693, known as Kirklees Theatre Trust by way of covenanted donations to charity within the meaning of the Income and Corporation Taxes Act 1988 or otherwise, such sum as, after due provision for the financial requirements of any business or businesses which are for the time being carried on by the Company, shall absorb or extinguish profits which otherwise would be available for distribution.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

18. SECRETARY

The first Secretary or Secretaries of the Company shall be the person or persons named as such in the statement delivered under Section 10 of the Act.

4. No addition, alteration or amendment shall be made to or in this Memorandum of Association or the regulations contained in the Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Kirklees Theatre Trust.
5. The liability of the members is limited.
6. The Company share capital is £100 dividend into 100 shares of £1 each.

The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum of Association, and I agree to take the number of shares in the capital of the Company shown opposite my name.

**NAME AND ADDRESS
OF SUBSCRIBER**

**NUMBER OF SHARES
TAKEN BY SUBSCRIBER**

Business Information
Research & Reporting Limited
Crown House
64 Whitchurch Road
CARDIFF
CF4 3LX

ONE

**NAME AND ADDRESS
OF SUBSCRIBER**

Business Information
Research & Reporting Limited
Crown House
64 Whitchurch Road
CARDIFF
CF4 3LX

Dated this 4th day of January 1994

WITNESS to the above signatures:

Dated this 4th day of January 1994

WITNESS to the above signatures:

A M Wilkinson
144 Bremley Court
Glenwood
Llanedryn
CARDIFF
CF2 6UW