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www.companieshouse.gov.uk

NOTICE OF ILLEGIBLE DOCUMENTS

Companies House regrets that documents in this company's microfiche record have pages which are illegible.

This has been noted but unfortunately steps taken to rectify this were unsuccessful.

Companies House would like to apologise for any inconvenience this may cause.

COMPANY INFORMATION SUPPLIED BY COMPANIES HOUSE

Companies House is a registry of company information. We carry out basic checks to make sure that documents have been fully completed and signed, but we do not have the statutory power or capability to verify the accuracy of the information that companies send to us. We accept all information that companies deliver to us in good faith and place it on the public record. The fact that the information has been placed on the public record should not be taken to indicate that Companies House has verified or validated it in any way.

G**12**

Statutory Declaration of compliance with requirements on application for registration of a company

Please do not
write in
this margin

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

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

To the Registrar of Companies
(Address overleaf)

For official use

For official use

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--

Name of company

* Insert full
name of Company

* <u>ALCHEMEA LTD</u>

I, CLAUDE CAMILLERI
of 9, WHARE ROAD,
GILLINGHAM
KENT ME7 1NX

† delete as
appropriate

do solemnly and sincerely declare that I am a ~~[Solicitor engaged in the formation of the company]~~†
[person named as director or secretary of the company in the statement delivered to the registrar
under section 10(2)]† and that all the requirements of the above Act in respect of the registration of the
above company and of matters precedent and incidental to it have been complied with,

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

Declared at Yannakas Achillea & Co.
443-449 Holloway Road
London N7 6LJ

Declarant to sign below

the 1st day of Oct
One thousand nine hundred and 1991
before me [Signature]

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

C. Yiannakas, LL.B. (Hons)
Solicitor ~~in possession of the power of attorney~~

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

ICOM
VASSALLI HOUSE
20 CENTRAL ROAD
LEEDS LS1 6DE

For official Use

New Companies Section

Post room



COMPANIES HOUSE

10

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

This form should be completed in black.

Company name (in full)

CN

2756082

For official use

P

ALCHEMEA LTD

Registered office of the company on
incorporation.

RO

UNIT 48, ROWLAND HILL
ORCHARD STUDIOS, 2, MANOR
GARDENS

Post town

LONDON

County/Region

Postcode

N7 6JY

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



Name

INDUSTRIAL COMMON OWNERSHIP

RA

MANAGEMENT LIMITED,

VASSALLI HSE, 20, CENTRAL RD.,

Post town

LEEDS

County/Region

YORKS

Postcode

LS1 6DE

Number of continuation sheets attached

2

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

CLAUDE CAMILLERI,
2, MANOR GARDENS
LONDON

Postcode

N7 6JY

Telephone

071 272 8944

Extension

248


Company Secretary (See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

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

Consent signature

CS	CLAUDE ANTHONY CAMILLERI		
AD	9, WHARF ROAD,		
Post town	GILLINGHAM		
County/Region	KENT		
Postcode	ME7 1NX	Country	U.K.
I consent to act as secretary of the company named on page 1			
Signed			Date 1 st October 1992

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

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

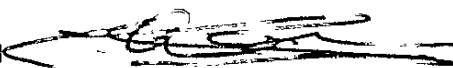
Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD	CLAUDE ANTHONY CAMILLERI		
AD	9, WHARF ROAD, GILLINGHAM		
Post town	GILLINGHAM		
County/Region	KENT		
Postcode	ME7 1NX	Country	U.K.
DD	0911631	Nationality	NA MALTESE
OC	LECTURER		
OD	ATLANTIC Audio LTD.		
I consent to act as director of the company named on page 1			
Signed			Date 1 st October 1992

Company Secretary (See notes 1 - 5)

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

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

CS

AD

Post town

County/Region

Postcode

Country

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

Consent signature

Signed

Date

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

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

CD

AD

Post town

County/Region

Postcode N18 1EH Country

Date of birth

DD 31/01/61

Nationality NA BRITISH

Business occupation

OC TECHNICIAN

Other directorships

OD NONE

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

* Voluntary details

Consent signature

Signed

Date

1st Oct 92

Directors (continued)

(See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

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

Date of birth
Business occupation
Other directorships

* Voluntary details

Consent signature**CD**

DIMITRIS

PAPACHRISTOS

AD

44 RIDGE ROAD

Post town HORNSEY N8

County/Region LONDON

Postcode 9 LH

Country U.K.

DO 217 018 613

Nationality NA GREEK

OC MUSIC TEACHER

OD NONE

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

Signed



Date

11th Dec 92

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers Date

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

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

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Directors (continued)

(See notes 1 - 5)

Name *Style/Title
Forenames
Surname
*Honours etc
Previous forenames
Previous surname

Address

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

Date of birth
Business occupation
Other directorships

* Voluntary details

Consent signature**CD**

JOHN

LUNOSTEN

AD

3 STERNDALE RD

Post town

LONDON

County/Region**Postcode**

W14 0HT

Country

DO 1 2 0 1 4 8

Nationality NA BRITISH**OC**

SOUND TECHNICIAN

OD

NONE

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

Signed**Date**

13/10/92

Delete if the form
is signed by the
subscribers

For and on behalf of
Industrial Common Ownership Movement Limited

H Barker

Signature of agent on behalf of all subscribers.....Date.....

1-10 92

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

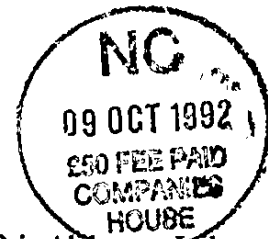
All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed**Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date****Signed****Date**

275608L

ICOM BLUE RULES

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION OF
ALCHEMEA LTD



1. The name of the Company (hereinafter called "the Co-operative") is Alchemea-Ltd.
2. The registered office of the Co-operative will be situated in England and Wales.
3. The objects for which the Co-operative is established are:
 - A To train in audio engineering and production, video engineering and production work, sell technical and professional services in audio and video engineering, to deal in audio and video equipment and to undertake any other related activities which may advance the business of the Co-operative.
 - B To foster and support the principles and concept of common ownership in its own affairs and in industry and commerce generally and to increase the number of Common Ownership enterprises and jobs and in particular to support the Industrial Common Ownership Movement Limited.
 - C To carry on any other trade or business whatsoever which can, in the opinion of the Co-operative, be advantageously carried on by the Co-operative in connection with or ancillary to any of the general business of the Co-operative or is calculated directly to benefit the company or enhance the value of or render profitable any of the Co-operative's property or rights or is required by any customers of or persons dealing with the Co-operative.
 - D 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, patent rights, licences, secret processes, property of any kind necessary or convenient for the purpose of or in connection with the Co-operative's business or any branch or department thereof.
 - E To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, ways, plant and machinery necessary or convenient for the Co-operative's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
 - F To borrow or raise or secure the payment of money for the purpose of or in connection with the Co-operative's business, and for the purpose of and in connection with the borrowing or raising of money by the Co-operative to become a member of any building society.
 - G To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and to issue at par or at a premium or discount, and for such consideration as may be thought fit, debentures and debenture stock, either permanent or repayable, and collaterally or further to secure any securities of the Co-operative by a trust deed or other assurance.
 - H To issue and deposit any securities which the Co-operative has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by

505400

way of security for the performance of any contracts or obligations of the Co-operative or of its customers or other persons or corporations having dealings with the Co-operative, or in whose business or undertaking the Co-operative is interested, whether directly or indirectly.

- I To receive money on deposit or loan upon such terms as the Co-operative may approve and to guarantee the obligations and contracts of customers and others.
- J To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- K To invest and deal with the monies of the Co-operative not immediately required for the purpose of its business in or upon such investments or securities and in such manner as may from time to time be determined.
- L To accept payment of any property or rights sold or otherwise disposed of or dealt with by the Co-operative, 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, payment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgage or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Co-operative may determine, and so hold, dispose of or otherwise deal with any shares, stocks or securities so acquired.
- M To enter into any partnership or joint-purse arrangement or arrangement of sharing profits, union of interest or co-operation or amalgamate with any company, firm or person carrying on or proposing to carry on any business within the objects of the Co-operative, 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 payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- N To establish or promote or concur in establishing or promoting any company the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Co-operative, 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.
- O To make any charitable donation either in cash or assets which the Co-operative may deem expedient.
- P 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 Co-operative is authorised to carry on.
- Q 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 Co-operative for such consideration as the Co-operative may think fit.
- R To obtain, acquire and purchase all necessary permits, licences or trade marks required for the purpose of enabling the Co-operative to carry on its said business upon such terms and conditions as it may think fit.

In carrying out the aforesaid objects the Co-operative shall have regard to promoting the physical, mental and spiritual well-being of the community and especially those who participate in the activities of the Co-operative by reason of employment in or purchasing from or selling to the

Co-operative and to assisting people in need by any means whatsoever.

And it is hereby declared that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Co-operative.

4. The income and property of the Co-operative whencesoever derived shall be applied solely toward the promotion of the objects of the Co-operative as set out herein and no portion shall be paid or transferred directly or indirectly to the members of the Co-operative except by way of payment in good faith of reasonable and proper wages, bonuses and repayment of expenses to any member or employee of the Co-operative in return for any service actually rendered to the Co-operative.
5. The liability of the members is limited.
6. Every member of the Co-operative undertakes to contribute to the assets of the Co-operative, in the event of the same being wound up while he/she is a member or within one year after he/she ceases to be a member for payment of the debts and liabilities of the Co-operative contracted before he/she ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.
7. In the event of winding up or dissolution the Liquidator shall first, according to law, use the assets of the Co-operative to satisfy its debts and liabilities. Any balance of assets remaining must not be distributed among the members of the Co-operative but shall be transferred by the Liquidator to such Common Ownership enterprises having objects similar to or compatible with the objects of the Co-operative and which shall prohibit the distribution of its or their income among its or their members to an extent at least as great as is imposed on the Co-operative under clause 4 hereof; or such central funds maintained for the benefit of Common Ownership enterprises as may be determined by the members at or before the time of winding up or dissolution or in so far as the assets are not transferred shall be held for charitable purposes. This clause may only be changed by the unanimous vote of all members and section 17 of the Companies Act 1985 shall not apply.

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

NAMES, SIGNATURES, ADDRESSES & OCCUPATIONS OF SUBSCRIBERS:

Name DIMITRIS PAPACHRISTOS Address 44 RIDGE ROAD
Signature [Signature] N 8 LONDON 9 LH
Occupation MUSIC TEACHER

Name STEPHEN KETLEY Address 59 BARCLAY ROAD
Signature [Signature] EDMONTON
Occupation TECHNICIAN LONDON N18 1EN

Name CLAUDE CAMILLERI Address 9, WHARF ROAD
Signature [Signature] GILLINGHAM
Occupation LECTURER LENT ME 7 1XX

Name JOHN LUNOSTEN Address 3, STERNOW RD
Signature [Signature] LONDON W14 0HT
Occupation SOUND TECHNICIAN

Name
Signature
Occupation

Name
Signature
Occupation

Name
Signature
Occupation

Dated this 13th day of October 1942

WITNESS TO THE ABOVE SIGNATURES:

Name ARMANDO PARDI Address 141 HURST RD
Signature [Signature] WIMBORNE
Occupation Business Adviser WIMBORNE

THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION OF
ALCHEMEA LTD

INTERPRETATIONS

1 In these Articles:-

"the Act" means the Companies Act 1985 and any amendments from time to time in force.

"the Co-operative" means the above-named Company.

"the Seal" means the Common Seal of the Co-operative.

"Secretary" means any person appointed to perform the duties of the Secretary of the Co-operative.

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

"employee" means a person for the time being employed by the Co-operative or any subsidiary of the Co-operative

"the General Council" means the Board of Directors of the Co-operative.

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

Words importing the singular number shall include the plural and vice versa unless a contrary intention appears.

Unless the context requires otherwise, words or expressions contained in these Articles shall bear the same meaning as in the Act.

MEMBERSHIP

2 The number of members with which the Co-operative proposes to register is 500 but in General Council may from time to time register an increase of members.

3 Only employees of the Co-operative may be members of the Co-operative.

4 The provisions of Section 352 of the Act shall be observed by the Co-operative and every member shall either sign a written consent to become a member or sign the Register of Members on becoming a member.

5 All employees shall have the right to apply for and be admitted to membership, subject to qualifications for membership by reference to age, length of service or other factors of any description which do not discriminate between persons by reference to politics, race, religion or sex.

6 A member shall cease to be a member if he or she:

- (a) ceases to be in the employment of the Co-operative for any reason whatsoever; or
- (b) ceases to fulfil any other qualifications for membership specified in these Articles; or
- (c) resigns in writing to the Secretary.

GENERAL MEETINGS

- 7 The Co-operative shall in each calendar year hold a General Meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it, providing that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting. The first Annual General Meeting shall be held within eighteen months of incorporation.
- 8 Ordinary General Meetings of the Co-operative shall be held at quarterly intervals, but the Co-operative in General Meeting may decide to hold a General Meeting more or less frequently.
- 9 The General Council or ten percent of the members for the time being may whenever they think fit convene an Extraordinary General Meeting of the Co-operative. The notice of such a meeting must be given in accordance with Article 13 below and must state the objects of the meeting.
- 10 An Annual General Meeting, an Ordinary General Meeting or an Extraordinary General Meeting shall constitute a General Meeting of the Co-operative.
- 11 Decisions at General Meetings shall be made by passing resolutions. The decisions involving an alteration to the Memorandum and Articles of Association of the Co-operative and other decisions so required from time to time by statute shall be made by special resolution.
A special resolution is one passed by a majority of not less than three-fourths of such members as being entitled so to vote in person at a General Meeting. All other decisions shall be made by ordinary resolution requiring a simple majority.

NOTICES

- 12 An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice. Any other General Meeting shall be called by fourteen days' notice at least.
- 13 In the case of an Annual General Meeting or a meeting called for the passing of a special resolution, notice shall be given in writing to every member of the Co-operative and to such persons who are entitled to receive notice by virtue of statute or Article 15 below and shall be given personally or by sending it by post to him/her or his/her registered office or any address given by him/her for this purpose within the United Kingdom.
- 14 In the case of a General Meeting other than described in Article 13 above the Co-operative in General Meeting may decide either to give notice pursuant to the provisions of Article 13 above or by displaying the notice in such prominent positions at each place of work of the Co-operative as the Co-operative in General Meeting shall decide.
- 15 The auditors of the Co-operative shall receive notice of all General Meetings.
- 16 The Co-operative in General Meeting may decide from time to time to invite by notice any person to a General Meeting of the Co-operative.
- 17 Notice shall be exclusive of the day on which it is served or given and shall specify the place and exact time of the meeting and the general nature of the business to be raised thereat.

- 18 Where notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting the notice and to have been effected at the expiration of forty-eight hours after notice has been posted.
- 19 The accidental omission to give notice of a meeting to or non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 20 Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
- 21 No business shall be transacted at a General Meeting unless a quorum of members is present. Fifty percent of the membership for the time being shall be the quorum.
- 22 If within half an hour from the time appointed for the meeting a quorum is not present it shall stand adjourned to the same day in the next week at the same time and same place or otherwise as the Co-operative in General Meeting may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
- 23 Each General Meeting shall elect a Chairperson whose function will be to conduct the business of the meeting in an orderly manner.
- 24 The Chairperson may with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and place to place but no business shall be transacted at an adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.
- 25 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or upon the declaration of the result of the show of hands, demanded by:-
(a) the Chairperson; or
(b) at least 3 members present in person.
Unless a poll be so demanded, a declaration by the Chairperson that a resolution has been carried or lost and an entry to that effect in the minutes of the proceedings of the Co-operative shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
- 26 If a poll is duly demanded it shall be taken in such manner as the Chairperson of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 27 Subject to the provisions of the Act a resolution in writing signed by all the members for the time being shall be as valid and effective as if the same had been passed at a General Meeting duly convened and held and may consist of several documents in the like form, each signed by one or more members.
- 28 Votes may only be given personally and no member shall have more than one vote. Proxy voting is not permitted.

GENERAL COUNCIL

- 29 Unless otherwise determined by the Co-operative in General Meeting the number of members of the General Council shall not be less than two or more than twenty.
- 30 The initial members of the General Council from incorporation until the first Annual General Meeting shall be determined in writing by the subscribers of the Memorandum of Association.
- 31 Except as hereinafter provided the qualification required to be a member of the General Council shall be that he/she is a member of the Co-operative.
- 32 A member of the General Council shall, subject to Article 36 below, hold office until the next Annual General Meeting following his/her appointment.
- 33 New General Council members shall be elected individually at the Annual General Meeting by the members present.
- 34 On expiration of the period of office for which he/she was elected a General Council member shall be eligible for re-election.
- 35 A General Council member shall not vote in respect of any contract in which he/she is directly or indirectly interested or any matter arising therefrom and if he/she does so vote his/her vote shall not be counted except that nothing in this Article shall prevent a member of the General Council voting in respect of his/her own contract of employment.
- 36 The office of a member of the General Council shall be vacated if:
- (a) he/she resigns his/her office in writing to the Co-operative; or
 - (b) he/she ceases to be a member of the Co-operative for any reason whatsoever; or
 - (c) he/she fails to declare his/her interest in any contract as referred to in Article 35; or
 - (d) he/she is absent from three successive meetings of the General Council without the permission of the General Council and the General Council resolves by a majority that the office is to be vacated; or
 - (e) he/she becomes bankrupt or of unsound mind; or
 - (f) he/she is removed from office by resolution of the Co-operative in General Meeting (in accordance with section 303 of the Act).

POWERS AND DUTIES OF THE GENERAL COUNCIL

- 37 The business of the Co-operative shall be managed by the General Council who may pay all expenses of the formation of the Co-operative as they think fit and may exercise all such powers of the Co-operative and do all such acts on behalf of the Co-operative as may be exercised and done by the Co-operative and as are not by statute or by these Articles required to be exercised or done by the Co-operative in General Meeting.
- 38 No regulation made by the Co-operative in General Meeting shall invalidate any prior act of the General Council which would have been valid had that regulation not been made.
- 39 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Co-operative shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the General Council shall from time to time determine.
- 40 Without prejudice to its general powers the General Council may exercise all the powers of the Co-operative to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright

or as security for any debt, liability or obligation of the Co-operative or of any third party.

PROCEEDINGS OF THE GENERAL COUNCIL

- 41 Members of the General Council may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the General Council shall refer the matter to a General Meeting.
- 42 A General Council member may and the Secretary shall on the requisition of a General Council member summon a meeting of the General Council at any reasonable time.
- 43 The quorum necessary for the transaction of business of the General Council shall be two.
- 44 If the General Council shall at any time be reduced in number to less than the minimum prescribed in these Articles, it may act as the General Council for the purpose of filling vacancies in their body or summoning a General Meeting of the Co-operative but for no other purpose.
- 45 The General Council shall choose one of their number present to be Chairperson for that meeting.
- 46 The General Council shall cause proper minutes to be made of the proceedings of all meetings of the Co-operative, of the General Council and of any sub-committee and all business transacted at such meetings. All such minutes shall be open to inspection by any member of the Co-operative during his/her normal working hours and by any other person authorised by the Co-operative in General Meeting.
- 47 A resolution in writing signed by all General Council members for the time being who are entitled to vote shall be as valid and effective as if it had been passed at a meeting of the General Council and may consist of several documents in like form signed by one or more General Council members.
- 48 The General Council may delegate any of its powers to sub-committees consisting of such members of the Co-operative as it thinks fit. Any sub-committee so formed shall conform to any regulations that may be imposed on it by the General Council.

SECRETARY

- 49 The Secretary shall be appointed or removed by the General Council.
- 50 Anything which has to be done by or to a General Council member and the Secretary shall not be done by one person acting in both capacities.

THE SEAL

- 51 The General Council shall provide for the safe custody of the Seal which shall only be used by the authority of the General Council acting on behalf of the Co-operative. Every instrument to which the Seal shall be attached shall be signed by a General Council member and countersigned by a second member, the Secretary or member appointed by the General Council for the purpose.

ACCOUNTS

- 52 The General Council shall cause proper books of account to be kept with respect to:-
- (a) all sums of money received and expended by the Co-operative and the matters in respect of which the receipt and expenditure takes place; and
 - (b) all sales and purchases of goods by the Co-operative; and
 - (c) the assets and liabilities of the Co-operative.
- Proper books shall be deemed to be kept if they give a true and fair record of the state of the Co-operative's affairs and explain its transactions.
- 53 The books of account shall be kept at the registered office of the Co-operative or at such other place as the General Council think fit, and shall always be open to the inspection of all members of the Co-operative during their working hours and by such other persons authorised by the Co-operative in General Meeting.
- 54 The General Council shall from time to time in accordance with their statutory obligations cause to be prepared and laid before the Co-operative in General Meeting such profit and loss accounts, balance sheets and reports as are required by statute.
- 55 In addition the General Council shall prepare and present the members with such regular trading accounts showing so far as is possible the current financial results of the Co-operative as the Co-operative in General Meeting shall require to be laid before them.
- 56 A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Co-operative in General Meeting, together with the Auditor's report, shall not less than twenty-one days before the date of the meeting be sent or delivered to every member, the Auditors and every holder of loan stock or debentures of the Co-operative. Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Co-operative is not aware or to more than one of the joint holders of any debenture

AUDIT

- 57 Once at least in every year the accounts of the Co-operative shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
- 58 Auditors shall be appointed and their duties regulated in accordance with Sections 384 to 392 of the Act, the General Council members being treated as the directors mentioned therein.

PROFIT OF THE COMPANY

- 59 The profit of the Co-operative shall be applied as follows, in such proportion and in such a manner as the General Meeting shall decide from time to time:-
- (a) Firstly, to a general reserve for the continuation and development of the Co-operative.
 - (b) Secondly, to a bonus to members.
 - (c) Thirdly, to make payments for social and charitable objects as provided in Clause 3 of the Memorandum of Association and to the support of the Industrial Common Ownership Movement Limited.

WAGES AND WELFARE

- 60 The terms and conditions of the contract of employment of members of the Co-operative shall be determined by the General Council subject to the approval of the Co-operative in General Meeting.
- 61 Every member or auditor or officer of the Co-operative shall be indemnified out of the assets of the Co-operative against all losses or liabilities incurred by him/her in or about the execution and discharge of the duties of his/her office, except to the extent that such losses or liabilities shall be attributed to either:-
- (a) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or
 - (b) negligence; or
 - (c) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.

DISSOLUTION

- 62 Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Co-operative shall have effect as if the provisions thereof were repeated in these Articles.
- 63 The provisions of Article 62 and of this Article may only be changed by the unanimous vote of all members.

- ICOM 1986 -

NAMES, SIGNATURES, ADDRESSES & OCCUPATIONS OF SUBSCRIBERS:

Name DIMITRIS PAPACHRISTOS Address 44 RIDGE ROAD
 Signature [Signature] N8 LONDON 9LH
 Occupation MUSIC TEACHER

Name STEPHEN KETLEY Address 39, BARCLAY ROAD
 Signature [Signature] EDMONTON
 Occupation TECHNICIAN LONDON N12 1EH

Name CLAUDE CAMILLERI Address 9, WHARF ROAD
 Signature [Signature] GILLINGHAM
 Occupation LECTURER KENT ME1 1NX

Name JOHN LUNOSTED Address 3 STONSDALE RD
 Signature [Signature] LONDON W14 0HT
 Occupation SOUND TECHNICIAN

Name
 Signature
 Occupation

Name
 Signature
 Occupation

Name
 Signature
 Occupation

Dated this 12th day of SEP 1972

WITNESS TO THE ABOVE SIGNATURES:

Name [Signature] Address 113, 212 57 24
 Signature [Signature]
 Occupation [Signature] 17 32

FILE COPY



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

No. 2756082

I hereby certify that

ALCHEMEA LTD

**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 15 OCTOBER 1992**

P. Devan
P. DEVAN

an authorised officer

COMPANIES HOUSE

If you need to contact us regarding
this notice, please quote reference

THE DIRECTORS
ALCHEMEA LTD
UNIT 48, ROWLAND HILL
ORCHARD STUDIOS, 2 MANOR GARDENS
LONDON
N7 6JY

DEF6/ 02756082

Date: 12 APRIL 1994

COMPANIES ACT 1985 (Section 652)

The REGISTRAR OF COMPANIES gives NOTICE
that, unless cause is shown to the contrary,
at the expiration of 3 months from the
above date the name of

ALCHEMEA LTD

will be struck off the register and
the company will be dissolved.

COMPANIES HOUSE
CARDIFF
CF4 3UZ

Tel: Cardiff (0222) 280035

532

FILE COPY

dti

Companies House is an executive agency within the Department of Trade and Industry

HD602

STRIKING OFF ACTION DISCONTINUED

02756082 ALCHEMEA LTD

Cause has been shown why the above company should not be struck off the register and accordingly the Registrar is taking no further action under section 652 of the Companies Act 1985 pursuant to the Notice dated 2/09/94



0027560827

dti

2756082

Messrs Williams, Giles & Co
Chartered Accountants
20 Rock Avenue
Gillingham
Kent ME7 5PT

657
CAD E 13094
ACC/MS
4 August 1994

Dear Sir,

SECTION 244(5) OF THE COMPANIES ACT 1985 AS INSERTED BY SECTION
11 OF THE COMPANIES ACT 1989

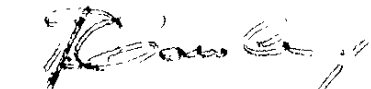
ALCHEMIA LIMITED 2756082

Thank you for your letter of 26 July 1994.

The Secretary of State, in exercise of his powers under Section
244(5) of the Companies Act 1985, extends by one month the period
allowed for laying and delivering the accounts of the above named
company in respect of the accounting reference period ending 31st
October 1993.

The date on which the period will now end is, therefore, 15th
September 1994 but I must emphasize that late filing penalties
and normal default action will apply if the accounts are not
filed by this date.

Yours faithfully



J D Cawley
On behalf of the Secretary of State
for Trade and Industry
CAD244/2

TO THE MEMBERS AND DIRECTORS OF
ALCHEMEA LIMITED

RESIGNATION OF AUDITORS

As the company now satisfies the conditions for exemptions from an audit of the accounts we hereby tender our resignation as auditors with immediate effect.

In accordance with S.394(1) of the Companies Act 1985 we are pleased to confirm there are no circumstances connected with our resignation which we consider should be brought to the notice of members or creditors of the company.

Dated: 13 September 1994



WILLIAMS, GYLES & CO
CHARTERED ACCOUNTANTS
REGISTERED AUDITORS
20 Rock Avenue
Gillingham
Kent
ME7 9PT



Company No: 2756082


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Kent
ME7 5PT

