



FILE COPY

**CERTIFICATE OF INCORPORATION
OF A
COMMUNITY INTEREST COMPANY**

Company No. 6928879

The Registrar of Companies for England and Wales hereby certifies that:

**ABD COMMUNITY PRODUCTIONS COMMUNITY INTEREST
COMPANY**

is this day incorporated under the Companies Act 1985 as a private company; that the company is limited; and that it is a community interest company.



N069288790

Given at Companies House on **9th June 2009**.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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Memorandum of Association of

ABD Community Productions Community Interest Company

Community Interest Company

1. The Company is to be a community interest company and shall be known as "the Company" in this Memorandum and Articles of Association.

Name

2. The name of the Company is ABD Community Productions Community Interest Company.

Registered Office

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

Objects

4. The Company's object is to carry on activities which benefit the community and in particular but not exclusively are:
 - a) To advance the education of the public, in particular children and young persons, in the performing arts with the object of developing their talents and social skills.
 - b) To encourage them to take part in performing arts related projects, including those aimed at reaching the community.

Powers

5. The Company shall have the powers to do anything which is incidental or conducive to the furtherance of its objects, and in particular:
 - a) 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 Company's objects.
 - b) to borrow or raise or secure the payment of any money for the purposes of or in connection with the Company's objects, and for the purpose of and in connection with the borrowing or raising of money by the Company to become a member of any Building Society subject to the provisions of clause 6 below.

- c) to mortgage and charge the undertaking and all or any of the real or personal property and assets, present and future, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers and privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance subject to the provisions of clause 6 below.
- d) 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 obligations of the Company or in whose undertakings the Company is interested, whether directly or indirectly.

In carrying out its objects the Company 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 Company.

- 6. In accordance with Company principles and subject to the provisions of Companies (Audit, Investigations and Community Enterprise) Act 2004 and the Community Interest Company Regulations 2005 the interest paid by the Company on money borrowed shall not exceed such a rate as is necessary to attract and retain the capital required to further the Company's objects.


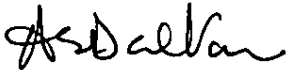

Limited Liability

- 7. The liability of members is limited.

Guarantee

- 8. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while s/he or it is a member or within one year after s/he or it ceases to be a member for payment of the debts and liabilities of the Company contracted before s/he or it ceased to be a member, and of the costs, charges or expenses of winding up and for the adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

1.  Name: W.R. DOBSON
Address: 46 ORRELL LANE
BURSCOUGH L40 0SQ
2.  Name: ANNE ELIZABETH DALTON
Address: 68 BESCAR LANE
SCARISBRICK L40 0QS
3.  Name: BRIAN STANLEY SHORT
Address: 11 BROADACRE
SHEVINGTON MOOR
STANDISH WIGAN WN6 0SN
4. Name:
Address:

DATED this 20th day of May 2009

WITNESS to the signature of: William Dobson



Name: PATRICIA MORAN

Address: 1 MOUNT ST.
SOUTHPORT
PR9 0RG

WITNESS to the signature of: ANNE DALTON



Name: PATRICIA MORAN

Address: 1 MOUNT ST
PR9 0RG

WITNESS to the signature of: BRIAN SHORT



Name: PATRICIA MORAN

Address: 1 MOUNT ST
PR9 0RG

WITNESS to the signature of:

Name:
Address:

1. The first part of the paper is devoted to a general discussion of the problem of the existence of a solution of the system of equations

2. The second part of the paper is devoted to a detailed analysis of the case of a linear system of equations

3. The third part of the paper is devoted to a detailed analysis of the case of a nonlinear system of equations

4. The fourth part of the paper is devoted to a detailed analysis of the case of a system of equations with a variable coefficient

5. The fifth part of the paper is devoted to a detailed analysis of the case of a system of equations with a variable coefficient

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COMPANY LIMITED BY GUARANTEE

Articles of Association of ABD Community Productions Community Interest Company

INTERPRETATIONS

1. In these Articles

"The Act" means the Companies Act 1985 as amended by the Companies Act 1989 including any statutory modification or re-enactment for the time being in force and any of the provisions of the Companies Act 2006 for the time being in force.

"the 2004 Act" means the Companies (Audit, Investigations and Community Enterprise) Act 2004.

"Address", in relation to electronic communications, includes any number or address given to the Company for that purpose.

"Asset Locked Body" means a community interest company, a Charity, Scottish Charity, Northern Ireland Charity or a body established outside the United Kingdom that is equivalent to any of those persons.

"The Board of Directors" or "Board" means all those persons appointed to perform the duties of Directors of the Company.

"Director" means a director of the Company, including any person occupying the position of Director, by whatever name called.

"Charity" (except in the phrases, "Scottish Charity" and Northern Ireland Charity) the meaning given by Section 96 of the Charities Act 1993.

"Community" is to be construed in accordance with section 35 of the 2004 Act and Part 2 of the Regulations.

"Community Interest Test" is to be construed in accordance with section 35 of the 2004 Act.

"The Company" means the above-named Company.

"Electronic means" shall be taken to mean the same as in the Electronic Communications Act 2000.

"Employee" means a person for the time being holding a contract of employment with the Company or any subsidiary of the Company.

"In writing" shall, unless the contrary intention appears, be construed as including references to printing, photocopying and other modes of representing or reproducing words in a visible form.

"Northern Ireland Charity" a charity within the meaning of the Charities Act (Northern Ireland) 1964.

"Register of Members" is to be construed in accordance with section 113 of the Companies Act 2006.

"Regulations" means the Community Interest Company Regulations 2005.

"The Seal" means the Common Seal of the Company.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

In these Articles of Association the expression **"Board of Directors meeting"** or **"meeting of the Board of Directors"** includes, except where inconsistent with any legal obligation:

- a physical meeting;
- a meeting held by electronic means.

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

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, or the Regulations, as the case may be.

Any statutory instruments from time to time in force shall be deemed to apply to this Company, whether or not these Articles have been amended to comply with such instrument.

All headings are included for convenience only they do not form part of the Articles, and shall not be used in the interpretation of the Articles.

MEMBERSHIP

1. The subscribers to the Memorandum and Articles of Association are the first members of the Company.
2. Such other persons as agree to become Members of the Company, whose names are entered in the register of Members, and who are admitted to membership in accordance with the Articles, shall be Members of the Company
3. No person shall be admitted as a Member of the Company unless he, she or it is approved by the Directors
4. All potential members of the Company shall complete an application for membership in such form and containing such information as the Directors require, any such form may provide that a member may give their consent to receive communications by electronic means. Any member giving their consent in this way shall notify the Secretary of any change to their details within seven days of the change.

REGISTER OF MEMBERS

5. The Company shall maintain a Register of Members in which shall be recorded the name, address and if applicable an address to be used for electronic means, and the dates on which they became a member and on which they ceased to be a member. A member shall notify the Secretary in writing, including by electronic means of a change to their name or address.

CESSATION OF MEMBERSHIP

6. A member shall cease to be a member immediately that he, she or it:
 - (a) ceases in the opinion of the Board to be involved in the Company by virtue of using its services or by participating in the Company's activities during any one period of 12 months; or
 - (b) fails in the opinion of the Board unreasonably to pay any fee or other monies due to the Company; or
 - (c) resigns in writing to the Secretary; or
 - (d) is expelled by a Special Resolution carried in accordance with Article 11(a) at a Special General Meeting called to consider the matter provided that the member has been given at least 14 days notice in writing that it is proposed to expel them, specifying the circumstances alleged to justify expulsion and a reasonable opportunity of being heard by or making written representations to the members passing the resolution; or
 - (e) dies or ceases to exist.

COMPANY COMMITMENT

7. As a Company enterprise, the Company and its members shall seek to manage the business in line with international Company values and principles and good business practice.

MEMBERSHIP AND STAKEHOLDER ENGAGEMENT

8. The Company shall seek to actively engage with its members and other stakeholders, by virtue of regular updates on matters relating to the community benefit and social activities of the Company, and with consultation of members and key stakeholders on issues of relevance. A stakeholder can be any person or organisation the Company has a relationship with or its activities impact on, including the community in which it operates, Employees, funders, suppliers and customers.

GENERAL MEETINGS

9. The Company 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, provided that every Annual General Meeting shall be held not more than 15 months after the holding of the last preceding Annual General Meeting. Provided that the first Annual General Meeting shall be held within 18 months of incorporation, it need not be held in the year of incorporation nor in the following year.
10. The Board may whenever they think fit convene a General Meeting, or on receiving a requisition from members in accordance with the Act.

RESOLUTIONS

11. Decisions at General Meetings shall be made by passing resolutions as follows:
 - a) decisions involving an alteration to the Memorandum and Articles of Association of the Company, and the expulsion of a member of the Company, and other decision 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 75% of votes cast at a general meeting.
 - b) all other decision shall be made by Ordinary Resolution requiring a simple majority of votes cast.
12. A resolution in writing shall be valid and effective as if it had been passed at a General Meeting of the Company, and may consist of several documents in the same form, each signed by one or more members. A written resolution shall be deemed to have been passed if:

- a) written approval has been received from at least 75% of the membership where the business of the resolution is deemed special;
- b) written approval has been received from at least 51% of the membership for all resolutions dealing with all other business.

Agreement to a written resolution must be received within 28 clear days of the circulation date of the resolution in accordance with the Act.

In accordance with the Act, resolutions to remove a member of the Board of Directors or auditor of the Company before the end of his/her period of office shall not be passed by written resolution.

NOTICES

- 13. An Annual General Meeting and any General Meeting which is to consider a Special Resolution or which is to consider a proposal to remove the auditor or a member of the Board shall be called by at least 14 clear days' notice. Any other General Meeting shall be called by at least 14 clear days' notice.
- 14. Notice of every general meeting shall be given in writing to every member of the Company and to the auditors and to such other persons who are entitled to receive notice and shall be given personally or sent by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office or to an address given where a member has given their consent to receive communications by electronic means.
- 15. Notice of all meetings shall specify the exact time and place of the meeting. In the case of a General Meeting which is to consider a Special Resolution or a proposal to remove the auditor or a member of the Board, such resolution shall be specified in the notices calling that meeting, and in the case of all other General Meetings the general nature of the business to be raised shall be specified. Notice shall also include the right of each member to appoint a proxy.
- 16. A notice sent by post to a member's registered address and a notice sent by electronic means shall be deemed to have been duly served 48 hours after the notice has been posted or sent.
- 17. Where a Company places communications required by these Articles on its website, notification must be given to all members who have given their consent to receive communication by this method that documents have been placed for their consideration.
- 18. 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 that meeting.

PROCEEDINGS AT GENERAL MEETINGS

19. Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
20. A corporate body, firm or association which is a member shall by resolution of its governing body appoint a representative who may during the continuance of her/his appointment be entitled to exercise all such rights and powers as the body corporate, firm or association would exercise if it were an individual person. Each such member organisation shall supply written notification to the Secretary of its choice of representative.

VOTING

21. Each member shall have one vote on any question to be decided by a General Meeting. A member who is absent from the meeting may appoint any person to act as their proxy, provided that no person acting as a proxy shall hold more than 50% of the total votes being cast at a General Meeting including their own vote, or if the Company has more than ten Members no Member acting as a proxy shall hold more than five votes including their own vote. Proxies shall be appointed using procedures agreed in General Meeting. Notice of an appointment of a proxy by a member must be received by the Secretary no later than 48 hours (excluding week-ends) prior to the meeting. A proxy shall be instructed by the member for whom s/he is acting to vote this way or that on a particular resolution.
22. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a paper ballot is, before or on the declaration of the result of the show of hands, demanded by at least 10% of the members present or as required under the Act. A paper ballot may not be demanded on any question concerning the selection of a Chairperson for a meeting or on any question of adjournment. Unless a paper ballot be so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour or against such resolutions.

If a paper ballot is duly demanded it shall be taken in such a manner as the Chairperson directs, provided that each member shall have only one vote, and the result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. The demand for a paper ballot shall not prevent the continuance of a meeting for the transaction of any other business than the question upon which a ballot has been demanded. The demand for a paper ballot may be withdrawn.

23. In the case of an equality of votes, whether on a show of hands or on a ballot, the Chairperson of the meeting shall not have a second or casting vote and the vote shall be deemed to have been lost.

QUORUM

24. No business shall be transacted at a General Meeting unless a quorum of members is present. Unless and until otherwise decided by the Company in General Meeting, one-third of the membership for the time being shall be the quorum, subject to the number of members being more than ten and less than 100, in the event of the membership exceeding 100 the quorum shall be thirty and in the event of the membership being less than ten, it shall be one-half subject to a minimum of three.
25. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned until such date as the Board may decide and all members shall be given as much notice as is practicable of the time, date and place of such an adjourned meeting. The members present at a meeting so adjourned shall constitute a quorum for that meeting only.
26. At any meeting of the Company where the Chairperson is not present within twenty minutes of the time appointed for the meeting, the members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner. No meeting shall become incompetent to transact business from the want of a quorum arising after the chair has been taken.
27. 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 the business which might have been transacted at the meeting from which the adjournment took place.
28. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
29. The Company may at its discretion invite other persons to attend its meetings, with or without speaking rights, a person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.

BOARD OF DIRECTORS

30. Unless and until otherwise determined by the Company in General Meeting the number of members of the Board shall not be less than three or more than fifteen. For the avoidance of doubt, members of the Board are the directors of the Company within the meaning of the Act.

31. The initial Directors from incorporation until the first Annual General Meeting shall be the persons names on the Form 10 upon incorporation.
32. Subject to Article 39 below the qualification required to be a shall be that he or she is a member of the Company, or the duly appointed representative of an organisation which is a member, and there shall be no other qualification required.
33. A Director shall, subject to Article 43 below, hold office until the next Annual General Meeting following their appointment. On expiration of the period of office for which he or she was elected, a Director shall be eligible for re-election.
34. New Directors shall be elected individually at (or prior to) the Annual General Meeting by and from the membership. Nominations shall be sought and elections conducted in such manner as the Board may from time to time direct provided that all members of the Company shall be eligible to stand for election and to vote (except that if the election is held at the Annual General Meeting, only those members present shall be entitled to vote).
35. No powers to appoint directors of the Company may be given to persons or bodies corporate who are not members of the Company which immediately after their exercise could result in the majority of the Directors of the Company having been appointed by persons or bodies corporate who are not members of the Company.
36. No powers to remove Directors of the Company may be given to persons from bodies corporate who are not members of the Company which immediately after their exercise could result in either:
 - (a) the majority of the remaining Directors of the Co-operative having been appointed by persons or bodies corporate who are not members of the Company; or
 - (b) the number of Directors removed during the current financial year of the Company by persons or bodies corporate who are not members of the Company exceeding the number of remaining Directors of the Company.

But this shall not prevent a Director from appointing, or subsequently removing, an alternative director, if permitted to do so by the Articles.

37. A Director who is an alternative Director shall be entitled in the absence of his appointer to a separate vote on behalf of his/her appointer in addition to his/her own vote.
38. The Board may at any time co-opt any member of the Company to fill a casual vacancy on the Board. A casual vacancy shall exist when the number of Directors is less than the number elected at the last held Annual General Meeting.

EXTERNAL INDEPENDENT DIRECTORS

39. In addition the Board may co-opt up to two external independent Directors selected for their particular skills and/or experience. Such external independent Directors shall serve a fixed period determined by the Board at the time of the co-option subject to a review at least every 12 months; and may be removed from office at any time by a resolution passed by a majority of the Board. External Independent Directors need not be members of the Company.

DECLARATION OF INTEREST

40. Whenever a Board member has a personal, financial or material interest, whether directly or indirectly in a matter to be discussed at a meeting and whenever such a person has an interest in another unincorporated or corporate body whose interests are reasonably likely to conflict with those of the Company in relation to a matter to be discussed at a meeting, notwithstanding matters relating to the terms of business of the Company, s/he must

- (a) declare an interest before the discussion begins on the matter;
- (b) withdraw from that part of the meeting unless expressly invited by the Chair of the meeting to remain;
- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter.

Provided that nothing in this Article shall prevent a Board member voting in respect of her/his own contract of employment or in respect of bonus or other payments to Members.

41. Subject to anything to the contrary in these Articles:
- (a) in accordance with (but subject to) the provisions of section 175 of the 2006 Act, the Board may give authorisation in respect of a situation in which a Board member has, or could have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company; and
 - (b) in authorising a situation the Board may decide (whether at the time of giving the authorisation or subsequently) that if the conflicted Board member has obtained any information through his/her involvement in the situation otherwise than as a Board member and in respect of which s/he owes a duty of confidentiality to another person, the Board member is under no obligation to:
 - (i) disclose that information to the Company; and/or
 - (ii) use that information for the benefit of the Co-operative;

where to do so would amount to a breach of confidence.

REMUNERATION

42. Any remuneration of Directors shall only be in respect of services actually rendered by that director to the Company. A Director may act in a professional capacity for the Company, and s/he or his/her firm shall be entitled to remuneration for professional services as if s/he were not a Director; provided that nothing shall authorise a Director or his/her firm to act as Auditor to the Company. Directors remuneration shall be subject to satisfying the community interest test and any reporting requirements, that may be determined by the Board from time to time.

TERMINATION OF DIRECTORS' APPOINTMENT

43. The office of a member of the Board shall be vacated if he or she:
- (a) resigns her/his office in writing to the Company; or
 - (b) subject to Article 39, ceases to be a member of the Company or is the representative of an organisation which ceases to be a member; or
 - (c) in the opinion of a majority of the Board, fails to declare her/his interest in any contract as referred to in Article 40 or 41; or
 - (d) is absent from three successive meetings of the Board without good cause and the Board resolves by a majority that the office is to be vacated by reason of such absence; or
 - (e) becomes bankrupt or, in the opinion of a majority of the Board, incapable on medical or psychological grounds of carrying out the duties of a Board member, or is otherwise prevented by law from continuing as a company director; or
 - (f) is removed from office by Ordinary Resolution of the Company in General Meeting in accordance with the Act.

POWERS AND DUTIES OF THE BOARD

44. The business of the Company shall be managed by the Board who may pay all expenses of the formation of the Company as they think fit and may exercise all such powers of the Company and do all such acts on behalf of the Company as may be exercised and done by the Company and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting, provided that no contract or agreement to dispose of assets of the Company amounting in value to one-third or more of the last published balance sheet of the Company may be entered into without the prior approval of the Company in General Meeting.
45. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board shall from time to time determine.
46. Without prejudice to its general powers the Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking

and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

47. No regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid had that regulation not been made.

PROCEEDINGS OF THE BOARD

48. Members of the Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Members of the Board participating in meetings must participate at the same time, but may be in different places; and may communicate with each other by any means, including by electronic means. Questions arising at any meeting shall be decided by a majority of votes cast. In the case of an equality of votes the Chairperson shall have a second or casting vote.
49. Except as provided by Articles 37 and 48 in all proceedings of directors each director must not have more than one vote.
50. The Secretary shall on the requisition of two or more Board members summon a meeting of the Board by giving reasonable notice to all its members.
51. The Board may at its discretion invite other persons to attend its meetings, with or without speaking rights and without voting rights.

QUORUM

52. The quorum necessary for the transaction of business of the Board shall be one-third of the membership for the time being, subject to the number of members being more than 10 and less than 100, in the event of the membership exceeding 100 the quorum shall be 30 and in the event of the membership being less than 10, it shall be one-half subject to minimum of 3.
53. If the Board shall at any time be reduced in number to less than the minimum prescribed in these Articles or by the Company in General Meeting, the remaining members may act as the Board for the purpose of filling vacancies in their body, or of summoning a General Meeting of the Company, but for no other purpose.
54. At any meeting of the Board where the Chairperson is not present within 20 minutes of the time appointed for the meeting, the members present shall choose one of their number to be Chairperson of the meeting, whose function shall be to conduct the business of the meeting in an orderly manner.

MINUTES

55. The Board shall cause proper minutes to be made of the proceedings of all meetings of the Company, of the Board 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 Board at any reasonable time.

56. A resolution in writing signed by the requisite majority of Board 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 Board and may consist of several documents in similar form each signed by one or more Board members.

SUB-COMMITTEES

57. The Board may delegate any of its powers to sub-committees consisting of such members of the Company as it thinks fit. Any sub-committee so formed shall conform to any rules that may be imposed on it by the Board.
58. All acts done by any meeting of the Board or by any person acting as a member of the Board shall, even if it be afterwards discovered that there was some defect in the appointment of any Board member or person acting as such, 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 Board member.

HONORARY OFFICERS

59. The Board shall elect from amongst their own number such honorary officers including a Chairperson, as they may from time to time decide. Any Officers so elected may be removed or replaced by the Board at any time. The removal of a Director from the position of Officer shall not result in their removal from the Board as a Director.

SECRETARY

60. The Board shall appoint an individual to act as Secretary of the Company, who may but need not be also a member of the Board, for such term, at such remuneration and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.

Anything which has to be done by or to a Board member and the Secretary shall not be done by or to one person acting in both capacities.

SEAL

61. If the Company has a Seal, it shall only be used by the authority of the Board acting on behalf of the Company. Every instrument to which the Seal shall be attached shall be signed by a Board member and countersigned by a second member, the Secretary, or a member of the Company appointed by the Board for the purpose.

ACCOUNTS, REPORTS AND AUDIT

62. The Board shall comply with the requirements of the Act and any other applicable law as to keeping financial records, the audit or examinations of

accounts and the preparation and transmission to the Registrar of Companies of annual reports and accounts.

63. The accounts shall always be open to the inspection of all members and officers and by other persons authorised by the Company in General Meeting.
64. A copy of every balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in general meeting, together with the auditor's report, shall not less than 21 days before the date of the meeting be delivered in person, sent by post or by electronic means the auditors and ever holder of loan stock or debentures of the Company, provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debenture. Where a member has given their consent to such notification a copy of the accounts displayed on the Company's official website shall be deemed to have been delivered to that member.

SURPLUS OF THE COMPANY

65. The surplus of the Company shall be applied in furtherance of the community benefit as provided for in Clause 4 of the Memorandum, and may be paid into a general reserve for the continuation and development of the Company.

ASSET LOCK

66. The Company being a community interest company shall not transfer any of its assets other than for full consideration.
67. Provided the condition specified in Article 68 is satisfied, Article 66 shall not apply to:
 - (a) the transfer of assets to any Asset Locked Body specified in the Memorandum or Articles for the purposes of this Article or (with the consent of the Regulator) to any other Asset Locked Body; and
 - b) the transfer of assets made for the benefit of the community other than by way of a transfer of assets to an Asset Locked Body.
68. The condition is that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum or Articles of the Company.
69. If the Company is wound up under the Insolvency Act 1986; and all its liabilities have been satisfied then any residual assets shall be given or transferred to the Asset Locked Body specified in the Memorandum or Articles for the purposes of this Article.



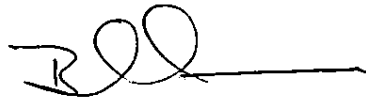
INDEMNITY

70. Every member or auditor or officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities incurred by her/him in or about the execution and discharge of the duties of her/his office, except to the extent that such losses or liabilities shall be attributed to:
- (a) fraud or other matters in respect of which such person concerned shall be convicted of a criminal offence; or
 - (b) negligence; or
 - (d) actions knowingly beyond the scope of a specific authority or limit thereon on the part of such person.


BYELAWS, STANDING ORDERS, SECONDARY RULES


71. The Company in General Meeting or the Board may from time to time make, adopt and amend such procedures in the form of bye-laws, standing orders, secondary rules or otherwise as they may think fit for the management, conduct and regulation of the affairs of the Company and the proceedings and powers of the Board and sub-committees. No procedure shall be made which is inconsistent with these Articles or the Act. All members of the Company and the Board shall be bound by such procedures whether or not they have received a copy of them.


NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

1. 
Name: W. E. DOBSON
Address: 46 ORRELL LANE
BURSCOUGH L40 0SQ
2. 
Name: ANNE ELIZABETH DALTON
Address: 68 BESCAR LANE
SCARISBRICK
L40 9QS
3. 
Name: BRIAN SHORT
Address: 11 BROADACRE
SHEVINGTON MOOR
STANDISH WIGAN WN6 0PN
4.
Name:
Address:

DATED this 20th day of May 2009

WITNESS to the signature of: William Dobson

Name: PATRICIA MORAN
Address: 1 MOUNT ST
PR9 0RG

WITNESS to the signature of: Anne Dalton

Name: PATRICIA MORAN
Address: 1 MOUNT ST
SOUTHPORT
PR9 0RG

WITNESS to the signature of: Brian Short

Name: PATRICIA MORAN
Address: 1 MOUNT ST
SOUTHPORT
PR9 0RG

WITNESS to the signature of:
Name:
Address:

1. The first part of the paper
deals with the general
principles of the theory
of the subject.
It is divided into two
main sections, the first of
which is devoted to the
general principles of the
theory, and the second to
the special principles of the
theory.

2.

3.

4. The second part of the paper
deals with the special
principles of the theory.
It is divided into three
main sections, the first of
which is devoted to the
general principles of the
theory, and the second to
the special principles of the
theory.

5. The third part of the paper
deals with the special
principles of the theory.
It is divided into three
main sections, the first of
which is devoted to the
general principles of the
theory, and the second to
the special principles of the
theory.



Companies House

— for the record —

12

Please complete in typescript,
or in bold black capitals.

CHWP000

Declaration on application for registration

Company Name in full

ABD COMMUNITY PRODUCTIONS CIC

I, WILLIAM ROBERT DOBSON

of 46 ORRELL LANE, BURSLOUGH, LANC'S

† Please 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 of the Companies Act 1985 and that all the requirements of the Companies Act 1985 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 Statutory Declarations Act 1835.

Declarant's signature

[Signature]

Declared at

68 BESCAL LANE SCARBURGH L40 9QS

Day Month Year

On

01 06 2009

● Please print name.

before me ●

GEORGEY HAROLD BARKER.

JUSTICE OF THE PEACE

Signed

[Signature]

Date

01.06.09

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Trump Farm BLYTHE LANE

LATHAM ORMSKIRK

L40 5UA Tel 07771 607366

DX number

DX exchange

Companies House receipt date barcode

**This form has been provided free of charge
by Companies House.**

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 139 Fountainbridge, Edinburgh, EH3 9FF
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2



Companies House
— for the record —

10

Please complete in typescript,
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

ABD COMMUNITY PRODUCTIONS - CIC

Proposed Registered Office

(PO Box numbers only, are not acceptable)

68, BESCAR LANE

SCARISBRICK

Post town

ORMSKIRK

County / Region

LANCASHIRE

Postcode

L40 9QS

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
searchers of the public record.

Tel

DX number

DX exchange

Companies House receipt date barcode

**This form has been provided free of charge
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When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Company name	ABD COMMUNITY PRODUCTIONS CIC		
NAME	*Style / Title	MR	*Honours etc
Forename(s)	WILLIAM ROBERT		
Surname	DOBSON		
Previous forename(s)			
Previous surname(s)			
Address ††	46, ORRELL LANE		
	BURSCOUGH		
Post town	ORMSKIRK		
County / Region	LANCASHIRE	Postcode	L40 0SQ
Country	ENGLAND		

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

Consent signature

Date

20/5/09

Directors (see notes 1-5)

Please list directors in alphabetical order

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

NAME	*Style / Title	MRS	*Honours etc
Forename(s)	ANNE ELIZABETH		
Surname	DALTON		
Previous forename(s)			
Previous surname(s)	WILLIAMS		
Address ††	68, BESCAR LANE		
	SCARISBRICK		
Post town	ORMSKIRK		
County / Region	LANCASHIRE	Postcode	L40 9QS
Country	ENGLAND		

Date of birth

Day Month Year

1 0 1 0 1 9 4 7

Nationality

BRITISH

Business occupation

RETIRED TEACHER

Other directorships

ABD ENTERTAINMENTS LTD

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

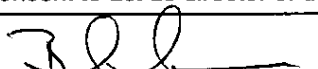
Consent signature

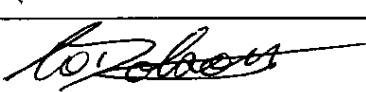
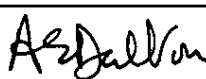

Date

20th/5/09

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	MR		*Honours etc							
* Voluntary details	Forename(s)	BRIAN STANLEY									
	Surname	SHORT									
	Previous forename(s)										
	Previous surname(s)										
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address ††	11 BROADACRE									
		SHEVINGTON MOOR									
	Post town	STANDISH, WIGAN									
	County / Region	LANCASHIRE	Postcode	WN6 0SN							
	Country	ENGLAND									
	Date of birth	Day	Month	Year	Nationality	BRITISH					
		2	0	0	5	1	9	4	4		
	Business occupation	RETIRED HEAD TEACHER									
	Other directorships										
	I consent to act as director of the company named on page 1										
	Consent signature						Date	20.5.09			

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).	Signed		Date	20/5/09
	Signed		Date	20/5/09
	Signed		Date	20.5.09.
	Signed		Date	
	Signed		Date	
	Signed		Date	

100029/35

CIC 36

Declarations on Formation of a Community Interest Company

*Please
complete in
typescript,
or in bold
black
capitals.*

Company Name in full

ABD COMMUNITY PRODUCTIONS

Community Interest Company

SECTION A: COMMUNITY INTEREST STATEMENT – beneficiaries

1. We/I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community¹. [Insert a short description of the community, or section of the community, which it is intended that the company will benefit in the space provided below]²

The company's activities will provide benefit to ...

1. SCHOOLS

Theatre in Education focusing mainly on Primary schools to deliver a) Fun filled shows with the aim of enhancing and enriching the literacy curriculum and brought to life by experienced actors. b) Themed packages designed by qualified teachers in line with school curriculum requirements particularly in science, numeracy, literacy and history.

2. FAMILY LEARNING GROUPS.

A key aim is inclusion. Sessions will cater for the needs of the group. Activities can be classroom focused or nursery, school or community hall based.

3. YOUTH GROUPS.

Projects will be targeted at young people from a local community where there is little structured activity for them to take part in during their leisure time. At present plans are in place for projects for St. Helens, Crosby and Southport.

FRIDAY

SA



ACCQNA G1

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05/06/2009

7

COMPANIES HOUSE

*AUGUWJSD

A18

23/05/2009

196

COMPANIES HOUSE

COMPANY NAME

ABD COMMUNITY PRODUCTIONS CIC

SECTION B: Community Interest Statement – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community, or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your proposed company is eligible to become a community interest company. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by...)
1. Present shows in schools	The school community will benefit through the provision of high quality productions that enhance the literacy drama and music curricula and bring to life some of our best known literary characters. All props, technical equipment, musical instruments and items of costume will be supplied. Music C.D's and lyric sheets will be provided beforehand to ensure that children are able to wholeheartedly share in the experience. Our aim is to make our involvement affordable by keeping our costs to the minimum.
2. Bring themed packages to Family Learning Groups	Family Learning Groups will benefit because children and parents/carers will be able to enjoy activities together. Science, history, literacy, music and numeracy themes will be brought to life by experienced costumed actors. The key aims are inclusion and enrichment at affordable prices.
If the company makes any surplus it will be used for... Reinvestment, to develop and expand the services and activities the organisation provides.	

(Please continue on separate continuation sheet if necessary.)

CIC36/CIC37

Continuation Sheet

COMPANY NAME/NUMBER

ABD COMMUNITY PRODUCTIONS CIC

SECTION B: COMPANY ACTIVITIES – CONTINUATION SHEET

Please indicate how it is proposed that the company's activities will benefit the community (or a section of the community). Please provide as much detail as possible to enable the Regulator to make a properly informed decision about whether your company is eligible to be a community interest company. We would find it useful if you brought out how you think your company will be different from a commercial company providing similar services or products for individual, personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? <i>(The community will benefit by...)</i>
YOUTH GROUPS	<p>Local communities will benefit because structured week long intensive music and drama courses will be provided for youngsters who otherwise would not have the opportunity. A key objective is to provide a nurturing environment where social, interactive and musical theatre can unfurl, culminating in a full scale production of a professionally produced show at which a real sense of achievement can be realised. we are different from a commercial company because we will supply everything from costumes, sound, lighting, staging, scenery, C.D's and lyric sheets. We aim to cover costs and make a small surplus for the purposes of reinvestment and the payment of modest dividends.</p>

COMPANY NAME

ABD COMMUNITY PRODUCTIONS CIC

SECTION C:

1. We/I, the undersigned, declare that the company in respect of which this application is made will not be:

- (a) a political party;
- (b) a political campaigning organisation; or
- (c) a subsidiary of a political party or of a political campaigning organisation.³

SECTION D: SIGNATORIES

Each person who will be a first director of the company must sign the declarations.

Signed

A2dallan

Date

20/5/09

Signed

[Signature]

Date

20.5.09

Signed

Date

Signed

Date

Signed

Date

(Please continue on separate continuation sheet if necessary.)

CHECKLIST

This form must be accompanied by the following documents:

- (a) Memorandum and articles of association, which comply with requirements imposed by section 32 of the Act and Part 3 of the Regulations or which are otherwise appropriate in connection with becoming a community interest company
- (b) Form 10 or Form 21 - First directors and secretary and intended situation of registered office
- (c) Form 12 or Form 23 - Declaration on application for registration
- (d) Any completed continuation sheets

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Tel	
DX Number	DX Exchange