

The Companies Act 1985 and 1989
Company Limited by Guarantee and not having a Share Capital
Memorandum of Association of

PRO ART & CO

1. The Company's name is **Pro Art & Co** (and in this document it is called the "Company").
2. The Company's registered office is to be situated in England and Wales.
3. The objects of the Company (the "Objects") are to promote art and diversity of cultures of people primarily living in the UK, but also wider, in order to advance the education among people of different multi ethnic, religious or cultural background, particularly among those who are socially deprived and disadvantaged. In this way cultural differences will be marginalised and more understanding and friendship will be fostered and promoted in the community and ultimately within the society.
4. In furtherance of the Objects but not otherwise, the Company may exercise the following powers:
 - 4.1 to provide a forum for discussion of matters relevant to the Company and especially among members of all helping professions;
 - 4.2 to disseminate information related to the Objects and provide training for volunteers and others by organising various activities, exhibitions, cultural events, concerts, conferences, courses, workshops and by other appropriate means;
 - 4.3 to organise printing, publication and circulation of a Journal, Newsletter and other publications containing articles, information and news related to promotion of art and culture;
 - 4.4 to make representation to and to establish and maintain liaison with other charities, public and professional bodies in relation to matters pertaining to the Objects of the Company;
 - 4.5 to foster and promote research into various subjects of art, literature, music and generally culture of different ethnic groups, civilisations and related matters including the environment;
 - 4.6 to facilitate the information of International and Interest Groups in order to promote the Objects of the Company and to provide a service to general public and the members, if any;
 - 4.7 to encourage and assist in education and training in the fields of art and culture;
 - 4.8 to educate and inform the public about art and other cultural issues and their availability, including IT communication and by using all available business solutions;

4.9 to promote and carry on business as a general commercial company in order to raise funds for the Company's activities which are in accordance with the objects of the Company, e.g. including: artists' material, fine art, crafts, books, publishing and published materials, films and photographs, music, recordings (e.g. CD, tapes etc.), on line art sales and related promotional and marketing material and items.

4.10 to promote learning and studying of history, sciences, religions, philosophy, psychology, etc. and related subjects in order to understand different ethnic groups and their cultures;

4.11 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;

4.12 to raise funds and to invite and receive contributions; provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to its relevant statutory regulations;

4.13 to acquire, alter, improve and to charge, rent, buy and sell property(s);

4.14 subject to clause 5 below to employ such staff, who shall not be directors of the Company, as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;

4.15 to take appropriate steps to market the Company's activities and Objects and provide and create necessary public relations in order to achieve the Objects of the Company, including the employment of the appropriate staff and/or contract people and organisations;

4.16 to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;

4.17 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;

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

4.19 to do all such other lawful things as are necessary for the achievement of the Objects;

4.20 proposed cultural projects will be regarded as environmentally conscious and relevant education and information will be provided in order to promote environmental issues, protection, preservation and its improvement.

5. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to any member(s) of the Company, and no trustees of the Governing Board shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. Provided that nothing in this document shall prevent any payment in good faith by the Company:

5.1 of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf:

Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;

5.2 of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a trustee;

5.3 of interest on money lent by any member of the Company or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;

5.4 of fees, remuneration, or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100th part of the issued capital of that company;

5.5 of reasonable and proper rent for premises demised or let by any member of the Company or a trustee;

5.6 to any trustee of reasonable out-of-pocket expenses.

6. The liability of the members is limited.

7. Every member promises if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum not exceeding £10 as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she ceases to be a member; and of the cost charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

8. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distributions of its or their income and property to an extent at least as great as is imposed on the Company by Clause 5 above, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other charitable object.

We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.

Signatures, Names and Addresses of Subscribers

Xenia Wilding
Rosslyn Court, Ornan Road
London NW3 4PU

Jirayr Garbiz Torosyan
3 Barton Road
London W14 9HA

Dated: 5 October 2004

Dated:

Witness to the above Signatures:

Name:

Address:

Occupation:

**The Companies Act 1985 and 1989
Company Limited by Guarantee and not having a Share Capital
Articles of Association of**

PRO ART & CO

Preliminary

The regulations contained in The Table C in the Schedule to the Companies (tables A to F) regulations 1985 in force at the time of adoption of these Articles shall not apply to the Company and these articles alone shall constitute the regulations of the Company.

Interpretation

1. In these Articles:

the “Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
the “Articles” means these Articles of Association of the Company;
the “Company” means the company intended to be regulated by these articles;
“clear days” in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
the “Founding Members” means those members who established and created the Company;
the “Founding Member Directors” are members of the Governing Board of the Company
the “Managing Director” means the director of the Company responsible for day to day running of the Company (and “Director” has a corresponding meaning);
the “Memorandum” means the Memorandum of Association of the Company;
“Objects” means the objects of the Company as set out in the Memorandum;
the “seal” means the common seal of the Company if it has one;
words importing the masculine gender only shall include the feminine gender.

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

Members

2. The Company shall consist of Members and Honorary Members (provided that the expression “member” in all Articles subsequent to and including Article 5, shall apply both to Members and Honorary Members).

3. Members are Founding Members, Managing Director, Secretary, Treasurer and those who are associated to the Company professionally or voluntarily in order to promote and fulfil the Objects of the Company.

(a) Membership shall be open to people in disciplines such as:

art, literature, music, performing art, film, art connected to visual and sound concepts, social disciplines, religion and philosophy, sciences, counselling, education, research, corresponding law and associated disciplines, etc. Also those whose interests meet the Objects of the Company and whose work reinforce to further these Objects.

(b) Applicants for membership of the Company shall submit such information in support of their application as the Governing Board shall require.

(c) The subscription for all members shall be a sum of money (in GBP) paid annually and the sum is to be agreed at the Annual General Meeting within the following considerations:

(i) Members living in the United Kingdom and Ireland shall pay the same rates.

(ii) Members in other countries may be required to pay a different rate to reflect the higher costs incurred by the Company in air mail posting and in contacting those members.

(iii) Members not in receipt of earnings (e.g. students on grants and unemployed persons) and trainees will pay a reduced rate.

Subscriptions are due annually on 1st January and shall be paid within two months of that date or membership shall be considered to have lapsed until the subscription is paid.

(d) The subscribers to the Memorandum shall also be members of the Company.

4. Honorary Members

(a) The Governing Board may recommend for election by an Annual General Meeting or Special Meeting as Honorary Members persons who have made significant contributions to the advancement and promotion of multi cultural, multi racial and multi faith cultures as well as related subjects to the Company's Objects.

(b) There shall be no subscription fee for Honorary Members.

5. A member of the Company shall cease to be a member

(a) if resigns by giving a written notice to the Company, death, bankruptcy, retirement or passing of an ordinary resolution to remove an existing member by the members, provided always that the provisions of this Article shall not apply to the removal of any of the Founding Members.

(b) in case of any dispute between the member to be removed and the Company, the Governing Law of England and Wales will prevail.

5.1. Unless otherwise determined by a special resolution, the number of members shall be no less than 3. If the number of members falls below 2, the remaining members or member may continue to act for the purpose of increasing the membership and appointing new members.

5.2. Membership is not transferable.

5.3. The Governing Board may, in their absolute discretion, permit any member of the Company to retire or resign, provided that if any member wishes to resign from membership of the Company upon notification by the Company that an allegation against

that member is being investigated, that member's resignation shall not take effect until the allegation has been resolved.

Meetings and Voting

6. Annual General Meetings shall be held not more than fifteen months after the previous Annual General Meeting with notice in writing and the Agenda being given to all members not less than 21 clear days prior to the meeting.

7. Special or Extraordinary General Meetings may be called only by the Governing Board. The Board is obliged to call such meetings upon receipt of a written request by one of the members. Notice in writing and the Agenda of such meetings to be given to all members no less than 21 clear days prior to the meeting.

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

Voting

9. Each member shall have one vote. Subject to special voting procedures for specific purposes as set out in Article 17, such proposals as may from time to time be put to the vote of the Company's membership at General Meetings (which expression shall include Annual General Meetings and Special General Meetings) shall be carried out by a simple majority of the voting members and the chairman shall have a casting vote.

10. In the event members are unable to attend General Meetings of the Company, members shall be entitled to cast their votes by advance postal and/or electronic means, in accordance with the procedures for such voting as specified by the Board of Directors and notified to members in advance of such General Meetings.

Proceedings at General Meetings

11. Subject to Articles 12 and 13 no business shall be transacted at any general meeting unless a quorum is present. A quorum shall consist of two members present in person or by proxy or by duly authorised and/or appointed representative provided that there shall be no quorum unless each of the Founding Members is present in person or by proxy or by duly authorised and /or appointed representative.

12. In case that a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Governing Board may determine.

13. The General Meetings shall be held at such times and places as the Governing Board of the Company shall appoint.

14. The Chairman of the Governing Board will preside all meetings, or in his absence, the elected member or one of the other Governing Board Members nominated by the Governing Board shall

preside as chairman of the meeting, but if neither of them will be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the other Director present, and willing to act, will be the chairman.

15. The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. The new meeting will be appointed within next 14 days.

The Governing Board

16. The Company shall be managed by members who represent the Company on the Governing Board. This Board shall consist of the Founding Members and following members:

- (a) Chairman
- (b) Company Secretary
- (c) Managing Director
- (d) Treasurer

17. There shall be two permanently appointed Founding Member Directors (Trustees) and Managing Director (Director) who are not subject to election, and elected members are Treasurer, Secretary and any other members if the Governing Board may find that their appointment will help to promote the Objects of the Company. Notwithstanding this, the first Founding Member (Trustee) shall be the person named in the statement delivered pursuant to section 9 of the Act, who shall be deemed to have been appointed under the Articles.

18. The Governing Board shall appoint a Managing Director to administer the Company in accordance with the Memorandum and the Articles of the Company, for a fixed term of five years, with an annual remuneration (renewable) reviewed every twelve months by the Board. The Managing Director so appointed may be removed by the Board on condition of non-performance according to the rules set by the Articles.

19. In addition, the Governing Board will co-opt

- (a) Chairs of any Sub-Committees and working groups deemed appropriate by the Board, including International and Interest Groups.
- (b) Further member(s) as are required.

20. Number of the Trustees of the Governing Board shall be not less than 2 and not more than 3, unless and until otherwise unanimously agreed by the Board.

21. The Trustee shall cease to hold office if he:

- (a) ceases to be a trustee by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- (b) becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs;
- (c) resigns his office by notice to the Company (but only if at least one Founding Member will remain in office when the notice of resignation is to take effect); or

(d) is absent without the permission of the Governing Board from all their meetings held within a period of one year and the Governing Board resolve that his office be vacated.

22. Except to the extent permitted by the Memorandum, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party.

23. Appointment of Directors

(a) The First Directors of the Company shall be Founding Members. Future Directors shall be appointed as provided subsequently in these Articles.

(b) The Directors may appoint a person who is willing to act to be Director, either to fill a vacancy or as an additional director including the appointment of director for a fixed term provided that the appointment of a director does not cause the number of directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors.

(c) The Director(s) shall retire from the office at the Annual General Meeting and shall be subject to retirement by rotation or the reappointment.

(d) Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in the office since their last appointment or reappointment, maximum holding of the office is two times.

(e) The Founding Members Directors shall not be subject to retirement by rotation.

24. Elections of the Governing Board of Directors who are not Founding Members

(a) All Directors shall be members of the Company.

(b) The Secretary and Treasurer and any other Membership Representatives shall be elected by voting of the Governing Board.

(c) Nominations shall be sought by notice in writing to the Governing Board of the Company, sent six weeks prior to the Annual General Meeting (or Special Meeting if the Governing Board so decides, duly completed and signed by the nominee and the members proposing and seconding the nominee, and returnable in fourteen days thereafter. The votes shall be counted and the results published at the Annual General Meeting. All votes shall be on the basis of a simple majority.

(d) Elections shall take place annually, as appropriate, and all elected members shall hold office according to Articles 22 and 23.

(e) If any Director should resign from office, the Governing Board may appoint from amongst the Company's members a person to act as the resigning officer until an election be held. The election will be at the next Annual General Meeting or earlier as the Board shall decide.

25. A quorum necessary at meetings of the Board to make decisions shall be not less than two of the Directors as described in Article 12.

Duties and Powers of the Governing Board and Managing Director

26. The Governing Board shall appoint the Managing Director of the Company who will manage the Company on day to day basis in accordance with the Articles and Memorandum and may exercise all the powers of the Company, including:

- (a) Expending the funds of the Company in such manner as he will consider most beneficial for the achievement of the Objects and to invest in the name of the Company such part of the funds as he may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Company;
- (b) To enter into contracts on behalf of the Company.
- (c) The Managing Director is automatically, by the nature of his role, a member of the Governing Board of the Company.

27. The Managing Director shall inform the Governing Board of his undertakings on behalf of the Company and will act in conjunction with the Board and in accordance with these Articles and Memorandum.

28. The Managing Director may be required to prepare a business plan for Board's approval. The Governing Board may invite to its meetings such other members of the Company it deems necessary for the Board to carry out its duties.

29. The Governing Board may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company, provided that no such rule of bye law shall be inconsistent with or shall affect or repeal anything in the Memorandum and/or Articles. The Company, in General Meetings, shall have the power to alter, add to or repeal the rules or bye laws and the Director shall adopt such means as they consider sufficient to bring to the notice of members of the Company all such rules or bye laws, which shall be binding on all members of the Company.

30. The Managing Director and the Governing Board shall hold such meetings as are necessary to manage the Company.

31. The Governing Board, will keep minutes of all meetings held. These shall be available for inspection by any entitled member of the Company by written request to the Secretary.

32. The Board shall appoint a Member's Committee to investigate any disciplinary action taken against another member. This Committee will report their findings to the Governing Board and they will publish the findings at the Annual General Meeting or any Special Meeting and will act accordingly to the rules set by the Articles and Memorandum.

33. The Governing Board may establish such other sub-committees as may best carry out the aims of the Company.

34. The Governing Board shall annually appoint Chairs of the various sub-committees established in accordance with Article 33, and the Auditor(s).

35. The seal shall only be used by the authority of the Governing Board or of Directors authorised by the Governing Board. The Governing Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by the Managing Director or the Trustee of the Company.

36. Subject to the provisions of the Act every Founding Member Director, Governing Board member and Sub-Committee member of the Company shall be indemnified out of the assets of

the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

Insurance

37. The Governing Board will provide indemnity insurance for Directors and members of the Sub-Committees out of the income of the Company. The insurance shall not extend to:

- (a) any claim arising from any act or omission which:
 - (i) the members knew to be a breach of trust or breach of duty; or
 - (ii) was committed by the members in reckless disregard of whether it was a breach of trust or breach of duty or not; and
- (b) the costs of an unsuccessful defence to a criminal prosecution brought against the members in their capacity as Trustees (Founding Member Directors) or Managing Director of the Company or Chairs of any of the Company's Sub-Committees.

38. The Governing Board shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and annual report and its transmission to the Charity Commissioners.

Winding Up

39. Clause 7 of the Memorandum of association relating to the winding-up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

Finances

40. The Governing Board and the appointed Managing Director shall be solely responsible for the finances of the Company and the expenditure of funds in accordance with the provisions of the Memorandum and Articles.

41. The Board may pay out of the funds of the Company reasonable travelling and subsistence expenses incurred by members in attending meetings of the Board and its Sub-Committees. The Board may also, at their discretion, fund reasonable travelling and subsistence expenses that have been incurred by members of the Company in relation to the business of the Company.

42. Subject to the provisions of Article 18, no Trustee of the Company, member of the Sub-Committees or members of the Company may receive any financial reward for services rendered in that capacity except with the prior written approval of the Charity Commissioners.

43. A Finance Sub-Committee Treasurer will have day to day responsibility for the Company's finances. This sub-committee will normally comprise of the Chairman (Director), Treasurer, and Secretary. It will be chaired by the Treasurer and will be responsible for all matters of finance and will report on its actions and decisions to the Board as soon as possible. In addition, the sub-committee will be responsible for reporting on the Company's finances at the Annual General Meeting.

44. The accounts of the Company shall be prepared in accordance with the provisions of Part VII of the Act and by external accountants and presented at the Annual General Meeting. These shall be supported by a report from the Treasurer.

45. Any bank account in which any part of the assets of the Company is deposited shall be operated by or on behalf of the Governing Board and shall indicate the name of the Company. Appropriate arrangements shall be made by the Company in respect of all cheques and orders for the payment of money from such account and the signatories thereto.

46. Definition of International and Interest Groups:

- (a) An International Group should consist of members who live or work in a defined geographical area.
- (b) An Interest Group should consist of members who share an interest in a particular client group or are working with a particular approach.

47. International and Interest Groups (hereafter Groups) can be formed subject to the approval of the Governing Board. The Board will be concerned that the establishment of a Group will support and enhance the Objects of the Company.

48. Each Group shall elect a Committee to organise its activities and liaise with the Company's Governing Board.

- (a) The Committee of each Group shall comprise of Chairman, Secretary and Treasurer together with no fewer than two other members of the Company.
- (b) The Committee of each Group is able to cop-opt as many members as are required.
- (c) The Committee of each Group should be elected at the Annual General Meeting of the Group which should be held at least one month prior to the Company's Annual General Meeting. The rules governing nominations and elections shall be the same as those applied to the Company's Directors or, if different, shall be approved by the Company's Governing Board.
- (d) Each Group should submit a yearly statement of its financial situation to the Group's members and the Company's Governing Board prior to the Company's Annual General Meeting.
- (e) Groups will be able to apply to the Company's Governing Board for financial and other forms of support in the furtherance of their aims and objects.
- (f) Groups, whenever possible, should be involved in the running of cultural, video and musical events, exhibitions, workshops, conferences and training schemes.
- (g) The finances of nationally organised exhibitions, cultural, video and musical events, conferences and workshops remain with the Company.
- (h) Additional finances may be raised at the discretion of the committee of the Group and in accordance with the Act and other applicable laws.
- (i) Non-members of the Company may attend Group activities and a small charge may be made by the Group to such non-members.
- (j) The general membership should be kept informed of Group activities and relevant details forwarded to the Editor(s) of the Newsletter.
- (k) Members will be free to choose to join any Interest Group or International Group that supports their interests within the Company.
- (l) All members are free to attend the meetings etc. of all Groups.

Signatures, Names and Addresses of Subscribers

Xenia Wilding
Rosslyn Court, Ornan Road
London NW3 4PU

Jirayr Garbiz Torosyan
3 Barton Road
London W14 9HA

Dated: 5 October 2004

Witness to the above Signatures:

Name:

Address: