

"THE COMPANIES (CONSOLIDATION) ACT, 1908."



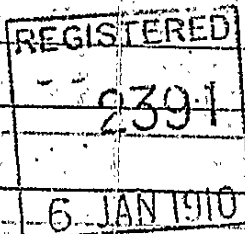
A 5/-  
Companies'  
Registration  
Fee Stamp  
must be  
impressed  
here.

DECLARATION of Compliance with the requirements of the Companies

(Consolidation) Act, 1908, made pursuant to S. 17 (2) of the said Act,

(S Edw. VII., c. 69) on behalf of a Company proposed to be registered as the

C. F. Casella & Co. Limited.

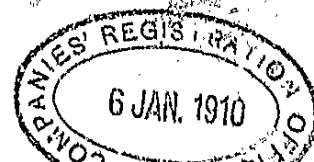


Presented for Filing

by E. F. Turner & Sons,

115 Leadenhall Street,

E. C.



I Maurice Edward Turner

of 115 Leadenhall Street in the City of London, Solicitor

(a) Here insert:  
"A solicitor of the  
"High Court engaged  
"in the formation,"  
or  
"A director' or  
"Secretary named in  
"the Articles of  
"Association."

Do solemnly and sincerely declare that I am <sup>(a)</sup> a Solicitor of the High  
Court engaged in the formation

of the C.F. Casella & Co

Limited, and That all the requirements of the Companies (Consolidation)  
Act, 1908, in respect of matters precedent to the registration of the said  
Company and incidental thereto 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 \_\_\_\_\_

16 Leadenhall Street

in the City of London

the Fifth day of January

one thousand nine hundred and ten before

n.e.,

Ernest H. Tate

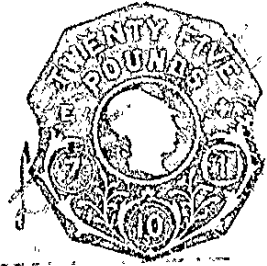
A Commissioner for Oaths

Maurice E. Turner

No. of Certificate

106869  
2

Form No. 25.

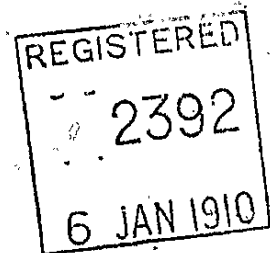


C. F. CASELLA & CO — ~~COMPANY~~, LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 112 of 54 and 55

Vict., cap. 39, Stamp Act, 1891. (NOTE.—The Stamp Duty on the Nominal Capital is

Five Shillings for every £100 or fraction of £100.)

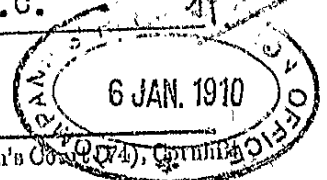


This statement is to be filed with the Memorandum of Association, or other Document,  
when the Company is registered.

Presented for registration by

E. F. Turner & Sons,

115 Leadenhall Street, E.C.



The NOMINAL CAPITAL of the C. F. Casella & Co

Company, Limited,

is £ 10,000, divided into 10,000 shares of £ 1

each.

Signature

Charles F. Casella

Description

Director

Date

5<sup>th</sup> January 1910.

*The Companies (Consolidation) Act 1908.*

COMPANY LIMITED BY SHARES.

# Memorandum

AND

## Articles of Association

OF

C. F. CASELLA & CO., LIMITED.

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Registered the                      day of                      1910.

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E. F. TURNER & SONS,

115, LEADENHALL STREET, E.C.



The Companies (Consolidation) Act 1908.

106864/3  
COMPANY LIMITED BY SHARES.

## Memorandum of Association

OF

### C. F. Casella & Co., Limited.

1. The name of the Company is "C. F. CASELLA & Co., LIMITED." ✓
2. The registered office of the Company will be situate in England. ✓
3. The objects for which the Company is established are as follows— ✓
  - (A) To acquire and take over as a going concern the business now carried on by Charles Frederick Casella in London under the style of C. F. Casella & Co., and all the assets and liabilities of the said Charles Frederick Casella in connection therewith and for this purpose to adopt and carry into effect with or without modification the agreement referred to in Clause (3) of the Articles of Association of the Company.
  - (B) To carry on the business of mechanical and electrical engineers and manufacturers and opticians, merchants, commission agents, printers, lithographers, vendors either wholesale or retail of scientific instruments and apparatus of every description and books, charts, medical and photographic appliances and all other articles of a similar or different character.
  - (C) To apply for, purchase or otherwise acquire any patents, licenses, concessions or other rights in relation to any invention or secret process capable of being used in engineering or surveying or photography or in the manufacture of any scientific instruments or apparatus, or otherwise

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6 JAN 1910

in relation to the manufacture, user or sale of any such instruments or apparatus.

- (D) To use, develop, grant licenses in respect of, sell, exchange, or deal in or otherwise turn to account any such patents, licenses or concessions or other rights, and to carry on any business, manufacturing or otherwise, which the Company may deem calculated to promote or advance the user or development thereof.
- (E) To carry on scientific experiments of every description and to acquire, use, develop and turn to account any patents, licenses, concessions, inventions and secret processes which may seem calculated to promote the interests of science or to be profitable or advantageous to the Company.
- (F) To supply, let out or otherwise deal in power, whether electrical or otherwise, to any person or persons and for any purpose.
- (G) To carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the above or calculated, directly or indirectly, to enhance the value of or render profitable any of the Company's property or rights.
- (H) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of this Company.
- (I) To engage in any business or transaction within the objects of the Company, in partnership or otherwise, in conjunction combination or co-operation with any other person or company, and to acquire and deal with shares in any company or proposed company having objects wholly or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (J) To purchase or otherwise acquire, any real and personal property or any interest therein and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant and stock-in-trade.
- (K) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may, from time to time, be determined.

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for  
any

- (L) To lend money to such persons and on such terms as may seem expedient.
- (M) To borrow, raise or secure the payment of money in such manner as the Company shall think fit, and, in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, including its uncalled capital.
- (N) To make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments.
- (O) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (P) To establish any bonus or other fund or system of profit-sharing for the benefit of the persons employed by the Company, and to establish or support any fund or institution for the benefit of such persons or their families, to grant pensions and allowances and to subscribe moneys for any purpose likely, directly or indirectly, to benefit the Company or for the advancement of science or the furtherance of scientific invention, or research, or for any charitable or benevolent object.
- (Q) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company thinks fit, and in particular for shares, debentures or securities of any company having objects altogether or in part similar to those of this Company.
- (R) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of the members is limited.

5. The capital of the Company is £10,000, divided into 10,000 shares of One pound each, with power to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferential or other special rights, privileges or conditions.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber.
<i>Charles Frederick Castle</i> <i>11 Rochester Row.</i> <i>Westminster. S.W.</i> <i>Scientific Instrument Maker.</i>	<i>One</i>
<i>Rowland Miall,</i> <i>11 Rochester Row,</i> <i>Westminster</i> <i>Scientific Instrument Maker</i>	<i>One</i>
<i>Stephen Miall</i> <i>116 Fore Street E.C.</i> <i>Solicitor</i>	<i>One</i>

Dated the 5<sup>th</sup> day of January 1910.

Witness to all the above Signatures—

*W. Mills*  
*115 Leadenhall Street*  
*London E.C.*  
*Solicitor*



106869  
The Companies (Consolidation) Act 1908.

COMPANY LIMITED BY SHARES.

## Articles of Association

OF

### C. F. Casella & Co., Limited.

#### PRELIMINARY.

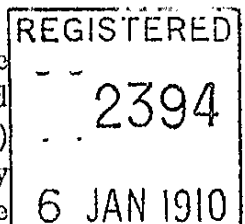
1. Subject as hereinafter provided the regulations contained in Table "A" to the Companies (Consolidation) Act, 1908 (hereinafter referred to as "Table A") shall apply to the Company.

2. Clauses 5, 9, 20, 28, 35 to 40 both inclusive, 48, 49, 53, 54, 65, 68, 69, 70, 72, 77 to 82, both inclusive, 84, 90 and 96 of Table A shall not apply to the Company.

3. Subject to such (if any) modifications or alterations as the Directors may think fit (and as to modifications or alterations agreed upon prior to the Statutory Meeting as the Statutory Meeting may approve) the Company shall take proper steps to make binding on the Company and shall carry into effect the Agreement referred to in clause 3 of the Memorandum of Association, which Agreement has been initialled by the solicitors to the Company for identification, and is expressed to be made between Charles Frederick Casella of the first part the Company of the second part and Rowland Miall of the third part.

4. No invitation shall be issued to the public to subscribe for any shares or debentures of the Company and the number of the members of the Company (exclusive of persons in the employment of the Company) shall be limited to fifty, provided that for the purposes of this clause where two or more persons hold one or more shares in the Company jointly they shall be treated as a single member.

\* 5



## SHARES.

5. The shares shall be at the disposal of the Directors and they may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper (subject to the provisions of the said Agreement as to the shares to be allotted in pursuance thereof) and provided that no shares shall be issued at a discount.

6. No person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or recognise any equitable contingent future or partial interest in any share or (except only as by these presents otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

7. No share in the Company shall be transferred without the previous sanction of the Directors, who shall not be bound to assign any reason for refusing their sanction to any transfer or to the registration of any transfer of the Company's shares.

8. Every transfer of shares shall be accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer. A fee of 2s. 6d. may be charged for each transfer and shall, if required, be paid before the registration thereof.

## LIEN.

9. The Company shall have a first and paramount lien and charge on all shares not fully paid up, registered in the name of a member (whether solely or jointly with others); for all money due to the Company from him or his estate either alone or jointly with any other person, whether a member or not. The registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

## FORFEITURE OF SHARES.

10. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding remain liable to pay to the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares but his liability shall cease if and when the Company shall have received payment in full of the nominal amount of the shares, together with any interest due in respect of the same.

## GENERAL MEETINGS.

11. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also

be convened on such requisition or in default may be convened by such requisitionists as provided by the Companies (Consolidation) Act 1908, Section 66.

#### PROCEEDINGS AT GENERAL MEETINGS.

12. Seven days' notice at least (exclusive of the day on which the notice is served, or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day, and the hour of meeting, and in case of special business, the general nature of such business shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting to such persons as are under the regulations of the Company entitled to receive such notices from the Company, but the accidental omission to give such notice to or the non-receipt of such notice by any of such persons shall not invalidate the proceedings at any General Meeting.

13. The Chairman of the Board of Directors shall preside at every General Meeting, but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman the members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some member present to be Chairman of the meeting.

#### VOTES OF MEMBERS.

14. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand a poll on behalf of the appointor. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorised.

#### DIRECTORS.

15. The number of Directors shall not be less than three nor more than eight, provided that a General Meeting may increase or (subject always to the provisions of clause 26) by directing that any vacancy then subsisting or subsequently occurring be not filled up may reduce the number of Directors for the time being.

16. The first Directors shall be Charles Frederick Casella, Louis Marino Casella, Rowland Miall, Stephen Miall and Captain Matthew Henry Phineas Riall Sankey.

#### POWERS AND DUTIES OF DIRECTORS.

17. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such

term at such remuneration (whether by way of salary or commission or participation in profits or partly in one way and partly in another) and generally upon such conditions as they may think fit and a Director so appointed shall not while holding that office be subject to retirement by rotation or taken into account in determining the rotation of retirement of Directors, but shall be governed in all respects by the agreement defining the terms of his appointment as Managing Director or Manager as the case may be, but his appointment shall be subject to determination *ipso facto* if he ceases from any cause to be a Director.

18. The seal of the Company shall forthwith be affixed to two agreements, of which the drafts have been already prepared and initialled for identification by the Solicitors of the Company and are respectively expressed to be made between the Company of the one part and the said Charles Frederick Casella and Rowland Miall respectively of the other part, defining the terms upon which the said Charles Frederick Casella and Rowland Miall will act as the first Managing Directors of the Company.

#### REMUNERATION OF DIRECTORS.

19. Each of the Directors, other than the said Charles Frederick Casella and Rowland Miall while acting as Managing Directors under the agreement referred to in clause 18, shall receive by way of remuneration for his services the sum of £20 per annum during the first three years of his appointment, and thereafter the remuneration of the Directors shall from time to time be determined by the Company in General Meeting.

#### DISQUALIFICATION OF DIRECTORS.

20. Any Director shall forthwith become disqualified and incapable of office—

- (A) If he ceases to hold the number of shares necessary for his qualification, if any.
- (B) If he becomes bankrupt, or takes the benefit of any act for the time being in force for the relief of insolvent debtors, or compounds or arranges with his creditors, or becomes lunatic or of unsound mind.
- (C) If he is absent from the Board for six consecutive months without the consent of the Board.

21. Any Director may, notwithstanding his holding the office of Director or of his fiduciary relation to the Company, enter into or be interested in any contract or arrangement with or any operation or business undertaken by the Company, either in his individual

capacity or as a member or officer of any other Company, or of any partnership entering into contracts or having dealings with the Company or otherwise, and shall be at liberty to retain for his own absolute benefit all profits or benefits which he may derive under or by reason of any such contract, arrangement, operation or business, and shall not be disqualified as a Director on account thereof. Nevertheless, to entitle himself to the benefit of this Article, such Director shall before any such contract, arrangement, operation or business is determined on, or if he shall not have become interested therein at that time, or if he shall not be aware that he is so interested, then so soon as reasonably practicable after the acquisition of his interest, or his knowledge thereof, give notice to the Board of the fact of his being a party to or interested in such contract, arrangement, operation or business, and, so far as the Board shall require him to do so, give particulars of the nature and extent of his interest.

#### ROTATION OF DIRECTORS.

22. Subject as hereinbefore provided and to the terms of any contract subsisting between the Company and any Director at the Ordinary Meeting in the year 1911, and at the Ordinary Meeting in each subsequent year, one of the Directors shall retire from office, and the Meeting may elect an equal number of duly qualified persons to supply their places, but so long as the said Charles Frederick Casella holds office under the agreement referred to in clause 18, and thereafter so long as he continues to hold not less than one-half of the issued share capital of the Company, this and the next three succeeding clauses shall not apply to the said Charles Frederick Casella, nor to the said Louis Marino Casella and Captain Matthew Henry Phineas Riall Sankoy, nor while the said Rowland Miall shall continue to hold the office of Managing Director under the agreement referred to in clause 18 shall the same clauses apply to the said Rowland Miall or to the said Stephen Miall.

23. The order in which the Directors shall retire shall be determined amongst themselves by agreement or failing agreement by ballot as the Board may resolve.

24. Any retiring Director shall be eligible for re-election, but a member not being a retiring Director or one recommended by the Directors, shall not be qualified to be elected a Director unless written notice of his intention to offer himself for election is given to the Company not less than fourteen clear days nor more than three months before the day of the election of Directors.

25. Whenever an Ordinary Meeting fails to elect Directors in lieu of Directors whose places ought to be filled up at such

meeting then the retiring Directors, or those of them whose places ought to have been but have not been filled up, shall (if willing and able to act) and subject to the right of the Company to reduce the number of Directors as aforesaid remain in office until the Ordinary Meeting in the year following.

26. Any Director may vacate his office on giving one month's notice in writing to the Board of his intention to retire, but in case both the said Louis Marino Casella and Captain Matthew Henry Phineas Riall Sankey shall retire from office or die the vacancy created by the retirement or death of whichever of them shall last die or retire, as the case may be, shall be filled by another Director to be nominated by the said Charles Frederick Casella, so long as he shall hold office under the agreement referred to in clause (3), and thereafter so long as he shall continue to hold not less than one-half of the issued capital for the time being of the Company. In case a vacancy shall arise through the retirement or death of the said Stephen Miall, such vacancy so long as the said Rowland Miall shall continue to hold office under the agreement referred to in clause 18 be filled by another Director to be nominated by him.

27. Subject as aforesaid any casual vacancy in the number of Directors may be filled up by the Board, subject to the approval of the next Ordinary Meeting, but any person so chosen shall retain his office only so long as the vacating Director would have retained the same if he had not vacated it.

#### PROCEEDINGS OF DIRECTORS.

28. So long as the said Charles Frederick Casella shall continue to be a Director of the Company he shall be the Chairman of all meetings of Directors. Subject as aforesaid the Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present within twenty minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

#### DIVIDENDS.

29. The Directors may from time to time pay to the members such interim dividends as appear to them to be justified by the profits of the Company according to the estimate formed by them thereof.

#### WINDING UP.

30. In a winding up the liquidators may, with the sanction of an extraordinary resolution, distribute all or any of the assets in specie among the contributories in accordance with their rights.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

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Charles Frederick Casella  
11 Rochester Row.  
Westminster, S. W.  
Scientific Instrument Maker.

Rowland Miall,  
11 Rochester Row,  
Westminster,  
Scientific Instrument Maker.

Stephen Miall  
116 Fore Street E.  
Solicitor

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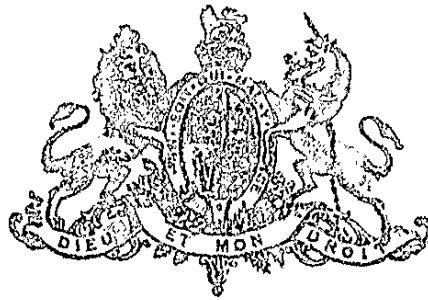
Dated the 5<sup>th</sup> day of January 1910.

Witness to the above Signatures—

W. H. Mills  
115 Leadenhall Street  
London E. C.  
Solicitor

DUPLICATE FOR THE FILE.

No. 106869



# Certificate of Incorporation

I Hereby Certify, That ~~the~~  
*C. F. Basell & Co., Limited*

is this day Incorporated under the Companies (Consolidation) Act, 1908, and that the Company is Limited.

Given under my hand at London this *Sixth* day of *January*  
One Thousand Nine Hundred and *ten*.

Fees and Deed Stamps £

*7.15.0*

Stamp Duty on Capital £

*25.0.0*

*E. J. Hargreaves*

Assistant Registrar of Joint Stock Companies.

Certificate received by

*E. F. Thomas & Sons*

*115. Kadenhall St.*

*E. J.*

Date *10<sup>th</sup> January 1910*