

No.

287790



Certificate of Incorporation

I Hereby Certify,

SIMON-HOWE LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this fifth day of May One

Thousand Nine Hundred and thirty-four.

W. A. McKewen

Assistant Registrar of Companies

Certificate
received by

Mr. J. C. Clark to Hickson & Partners
8, Salisbury Square,
E.C.4.

Date *7th May 1934*

"THE COMPANIES ACT, 1929."

Declaration of Compliance



A
Companies
Registration
Fee Stamp
of 5s.
must be
impressed
here.

WITH THE

REQUIREMENTS OF THE COMPANIES
ACT, 1929,

Made pursuant to Section 15, Sub-Section (2), of The Companies Act, 1929,
on behalf of a Company proposed to be Registered as

SIMON-HOWE

5 MAY 1929

LIMITED.

(See Page 2 of this Form.)

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

62458-34
TELEPHONE: HOLBORN 0484 (3 LINES).

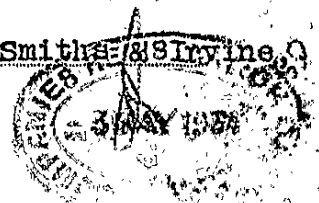
JORDAN & SONS, LIMITED,
Company Registration Agents, Printers, and Publishers,
116 TO 118 CHANCERY LANE, LONDON, W.C. 2,
and 13 BROAD STREET PLACE, E.C. 2.

Presented by

Hickson & Parish, Salisbury Square House, Salisbury Square, E.C. 4

Agents for Slater Heelis Sandbach Marriott Smith & Irvine, 13

71, Princess Street, Manchester.



HUGH COLLEY IRVINE

of 71, Princess Street, Manchester

NOTE.—This margin is reserved for binding, and must not be written across.

*Here insert—
"A Solicitor
of the Su-
preme Court
(or in Scotland
"an Enrolled
Law Agent")
engaged in
the formation
of "A
person named
in the Articles
of Association
as a
Director (or
Secretary)
of."

Do solemnly and sincerely Declare that I am* a Solicitor of the
Supreme Court engaged in the formation of

SIMON-HOWE

LIMITED,

and That all the requirements of The Companies Act, 1929, 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 Manchester in the County of
Lancaster

the first day of May,
One thousand nine hundred and thirty four,

before me,

R. G. Golden
A Commissioner for Oaths. †

† or Notary Public or Justice of the Peace.

Number of
Certificate

287780

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(Form No. 25.)

THE STAMP ACT, 1891 and THE FINANCE ACT, 1933.

COMPANY LIMITED BY SHARES.



Duty at the
rate of 10s.
for every
£100 must
be impressed
here.

Statement of the Nominal Capital

OF

SIMON-HOWE

5 MAY 1934

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891; as
amended by Section 41 of The Finance Act, 1933.

(See Page 2 of this Form.)

The Statement is to be lodged with the Memorandum of Association and
other Documents when the Registration of the Company is applied for.

71157-33

TELEGRAMS: "CERTIFICATE, FLEET, LONDON"

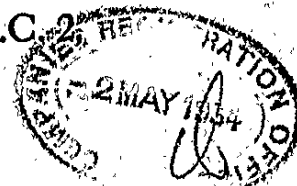
TELEPHONE: HOLBORN 0484 (3 LINES).

JORDAN & SONS, LIMITED,
Company Registration Agents, Printers, and Publishers,
116 TO 118 CHANCERY LANE, LONDON, W.C. 2
and 13 BROAD STREET PLACE, E.C. 2.

Presented by

Hickson & Parish, Salisbury Square House, Salisbury Square E.C. 4.

Agents for Slater Heelis Sandbach Marriott Smith & Irvine
71, Princess Street, Manchester.



THE NOMINAL CAPITAL

OF

SIMON-HOWE

LIMITED,

is five thousand Pounds,

divided into five thousand Shares

of one pound each.

Signature

Cecil Bentham

Description

Director

Dated the first day

of May 1934.

NOTE.—This margin is reserved for binding, and must not be written across.

* * This Statement should be signed by an Officer of the Company.

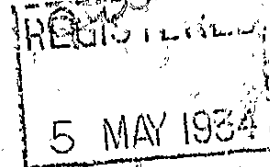


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THE COMPANIES ACT 1929.

COMPANY LIMITED BY SHARES.

Memorandum of Association
OF
Simon-Howe Limited.

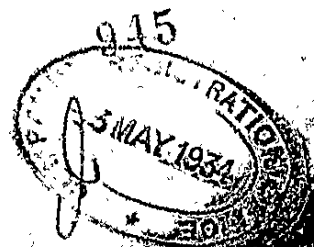


1. The name of the Company is "SIMON-HOWE LIMITED."

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are :—

- (A) to carry on all or any of the trades businesses or professions of mechanical electrical or consulting engineers builders contractors manufacturers exporters and importers of and dealers in plant machinery apparatus instruments utensils tools and implements for any trade or purpose



and any other trade or business whatsoever (whether manufacturing or otherwise) which may seem to the Company capable of being advantageously or conveniently carried on by way of extension of or in connection with any such businesses as aforesaid or calculated directly or indirectly to increase the value of or render profitable any of the Company's assets property or rights

- (B) to aid any government or state or any municipal or other body politic or corporate or company or association or individuals with capital credit means or resources for the prosecution of any works undertakings projects or enterprises and either by rendering such aid directly or by procuring or assisting in in procuring the same
- (C) to acquire and undertake all or any part of the business property and liabilities of any person carrying on any business which the Company is authorised to carry on or possessed of any property or rights considered suitable for the purposes of the Company
- (D) to take subscribe (absolutely or conditionally) for or otherwise acquire and hold shares stock debentures or other securities of or interests in any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company

- (R) to purchase take on lease or in exchange hire or otherwise acquire or secure options or concessions over any real or personal property patents licences rights or privileges which the Company may think necessary or convenient for the purposes of its business or desirable to acquire with a view to investment or resale elimination of competition or otherwise and to turn the same to account in any way
- (F) to construct maintain improve work manage develop and alter any buildings works and conveniences necessary or desirable for the purposes of the Company
- (G) to pay for any property or rights acquired by the Company either in cash or wholly or partially in fully or partially paid up shares or by means of any securities which the Company has power to issue for the purpose of borrowing or raising money and generally on such terms as the Company may determine
- (H) to borrow or raise money or secure the payment of money or performance of contracts in such manner and on such terms as the Company shall think fit and in particular by mortgage or by the issue of bonds debentures or debenture stock perpetual or otherwise with or without a charge upon the undertaking or all or any of the property assets and rights (both present and future) of the Company including its uncalled capital and

to purchase redeem exchange vary extend pay off and from time to time re-issue any such securities and to confer upon any incumbrancer or trustee for an incumbrancer of uncalled capital such powers of making and enforcing calls as the Company may think fit

- (I) to draw make accept indorse discount deal in execute and issue promissory notes bills of exchange bills of lading warrants debentures and other negotiable or transferable instruments
- (J) to grant pensions allowances gratuities and bonuses to employes or ex-employes of the Company or its predecessors in business or the dependents of such persons and to establish support or subscribe to any charitable benevolent or other institutions clubs societies or funds
- (K) to lend money to subsidise or otherwise assist any persons and on any terms that may be thought fit
- (L) to give any guarantees or indemnities that may be deemed expedient
- (M) to undertake and execute any trusts
- (N) to invest and deal with any moneys of the Company not immediately required in such investments or securities as may be thought expedient
- (O) to enter into any partnership or arrangement in the nature of partnership

profit sharing co-operation joint adventure or union of interests with any person engaged or interested or about to become engaged or interested in the carrying on or conduct of any business or enterprise which the Company is authorised to carry on or conduct or from which the Company would or might derive any benefit whether direct or indirect

- (p) to promote or form any company for the purpose of acquiring or assuming all or any part of the assets property and liabilities of or dealing with this company or for any other purpose which may seem directly calculated to benefit the Company and to pay all or any part of the costs and expenses of and incidental to the promotion formation and registration of any such company
- (q) to amalgamate in any manner and on any terms with any other company
- (r) to sell improve manage work develop lease let on hire exchange surrender mortgage charge enfranchise dispose of turn to account or otherwise deal with all or any of the assets property and rights of the Company
- (s) to sell or dispose of the undertaking property and assets of the Company or any part thereof in such manner and for such consideration as the Company may think fit and in particular for shares (fully or partly paid) debentures

tures debenture stock or securities of any other company whether promoted by the Company for the purpose or not

- (r) to distribute any of the Company's property among the members in specie
- (u) to cause the Company to be registered or recognised in any foreign country or place
- (v) to do all or any of the above things in any part of the world and either as principals agents trustees or otherwise and either alone or in conjunction with others and by or through agents sub-contractors trustees or otherwise
- (w) to do all such other things as the Company may think incidental or conducive to the attainment of the above objects or any of them

Provided always that in the interpretation of this clause

- (a) the word "person" where the context admits is to be construed as including any partnership or other body of persons and any corporation whether domiciled in the United Kingdom or elsewhere
- (b) the objects set forth in any paragraph shall not unless the context expressly so requires be in any way limited by reference to or inference from the terms of any other paragraph or the name of the Company and none of such para-

graphs or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first or any other paragraph the intention being that the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that any business undertaking property or act proposed to be transacted acquired dealt with or performed does not fall within the objects specified in the said first or any other paragraph

- (c) nothing therein contained shall be deemed to enable the Company to carry on any assurance business or to grant annuities within the meaning of the assurance companies act 1909 or any other act modifying or extending the same or to reinsure any risks under any class of assurance business to which any such act applies.

4. The liability of the members is limited.

5. The share capital of the Company is Five thousand pounds divided into five thousand shares of one pound each.

and the Industrial Assurance Act 1933 and the Local Traffic Act 1930
Vol. 1, 1931. 10

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 our respective names.

Names addresses and descriptions of subscribers.	Number of shares taken by each subscriber.
<i>E D Sim</i> <i>Broomcroft</i> <i>Didsbury</i> <i>(Engineer)</i>	<i>One A</i> <i>share</i>
<i>Cecil Bentham</i> <i>Oak Croft</i> <i>Cheadle Hulme</i> <i>(Engineer)</i>	<i>One A</i> <i>share</i>

Dated this 1st day of May 1934

Witness to the above signatures:—

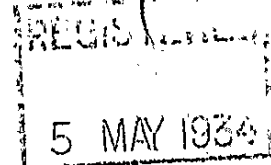
P B Hamilton
Oakmount
Didsbury
Manchester
 Engineer.



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THE COMPANIES ACT 1929.

COMPANY LIMITED BY SHARES.



Articles of Association
OF
Simon-Howe Limited.

Article 1.—INTERPRETATION.

In these presents unless there be something in the subject or context inconsistent therewith

- (a) "the companies act" means the companies act 1929
- (b) "the office" means the registered office for the time being of the Company
- (c) "the register" means the register of members to be kept pursuant to the companies act
- (d) "in writing" and "written" include any mode of representing or reproducing words in a visible form
- (e) "paid up" includes "credited as paid up"

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- (f) "debentures" include "debenture stock"
- (g) "dividend" includes bonus
- (h) "table A" means the regulations contained in table A in the first schedule to the companies act
- (i) words or expressions defined in the companies act shall have the same meaning in these presents

Article 2.—EXCLUSION OF TABLE A.

The regulations contained in table A shall not apply to the Company

Article 3.—CAPITAL.

(A) The original capital of the Company is five thousand pounds divided into two thousand five hundred A shares and two thousand five hundred B shares of one pound each

(B) Except as hereinafter specially provided the A shares and the B shares shall in all respects rank *pari passu* and confer on the holders similar rights of voting and in all other respects

(C) The Company may from time to time by extraordinary resolution increase its capital by the creation of new shares of such amount as may be deemed expedient provided that while the capital remains divided into A and B shares the shares in any increased capital shall be offered in the first instance at the issue price to all the then holders of A shares and B shares in proportion to the amount of the capital held

by them respectively and so that shares taken by the holders of A shares shall become A shares and shares taken by the holders of B shares shall become B shares. The following clauses of this article are all to be read subject to this proviso

(D) The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof shall direct and if no direction be given as the directors shall determine

(E) In particular such new shares may be issued with a preferential deferred qualified or special right to dividend and in the distribution of assets of the Company and with a special or without any right of voting and any such shares issued as preference shares may with the sanction of a special resolution be issued on the terms that they shall be redeemable or redeemable at the option of the Company in accordance with the provisions of the companies act

(F) The Company may before the issue of any new shares by extraordinary resolution determine that the same or any of them shall be offered in the first instance and either at par or at a premium or (subject to the provisions of the companies act) at a discount to all the then holders of any class of shares in proportion to the amount of the capital of that class held by them or make any other provisions as to the issue and allotment of the new shares but in default of any such determination or so far as the same shall not extend the new shares may be dealt with as if they formed part of the shares in the original capital.

(g) Except so far as otherwise provided by the conditions of issue or by these articles any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments transfer and transmission forfeiture lien and otherwise

(h) The Company may from time to time by special resolution reduce its capital and any capital redemption reserve fund in any manner authorised by law

(i) The Company in general meeting may (subject to clause (c) of this article) from time to time alter the conditions of its memorandum of association in any manner authorised by section 50 of the companies act

(j) A resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from the subdivision one or more of such shares shall have some special advantage as regards dividend capital voting or otherwise over or as compared with the others or other

(k) Nothing in this article contained is to be construed as conferring any right on the Company to vary modify commute affect abrogate or deal with or take away the rights or privileges for the time being attached to the shares of any class otherwise than in accordance with the article entitled "modification of rights" hereinafter contained

Article 4.—LIMITATION OF MEMBERSHIP.

(A) The number of members of the

Company (exclusive of persons who are in the employment of the Company, and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) shall not exceed fifty

(B) Where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this article be treated as a single member

Article 5.—ISSUE AND ALLOTMENT OF SHARES.

(A) None of the funds of the Company shall be employed in the purchase of or lent on shares of the Company and the Company shall observe all statutory prohibitions in regard to the rendering of financial assistance for the purchase of its own shares

(B) No invitation shall be made to the public to subscribe for any shares or debentures of the Company

(C) Subject to the provisions of these presents the unissued shares shall be under the control of the directors who may allot and issue the same to such persons on such terms and conditions and either at par or at a premium or (subject to the provisions of the companies act) at a discount and at such times as the directors think fit

Article 6.—TRUSTS OF SHARES.

Save as herein otherwise provided the Company shall be entitled to treat the registered

holder of any share as the absolute owner thereof and accordingly shall not except as ordered by a court of competent jurisdiction or as by statute required be bound to recognise (even when having notice thereof) any mortgage or charge thereof or thereon or any trust or equity in relation thereto or any equitable contingent future or partial interest in such share on the part of any other person

Article 7.—SHARE CERTIFICATES.

(A) The certificates of title to shares shall be issued under the seal of the Company and shall bear the signatures of two directors and the secretary or some other person appointed by the directors

(B) Every member shall be entitled to one certificate for all the shares registered in his name or at the option of the Company to several certificates each for one or more of such shares

(C) The Company shall within two months after the allotment of any shares or the lodgment with the Company of a transfer of any shares complete and have ready for delivery the certificates thereof. For the purposes of this provision "transfer" means a transfer duly stamped and otherwise valid and does not include a transfer which the Company is for any reason entitled to refuse to register and does not register

(D) Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon

(E) If any certificate be worn out or defaced the directors may upon production thereof to them order the same to be cancelled and may issue a new certificate in lieu thereof

(F) If any certificate be lost or destroyed then upon proof thereof to the satisfaction of the directors and on such indemnity with or without security as the directors may deem adequate being given and on payment to the Company of the cost of investigating the title to the shares and of and incident to the indemnity and security (if any) a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate

(G) Every certificate issued under either of the two preceding clauses shall be marked "renewed certificate" and there shall be paid to the Company therefor the sum of five shillings or such smaller sum as the directors may determine

(H) The certificate of shares registered in the names of two or more persons shall unless both or all such persons otherwise direct be delivered to the person first named on the register or to his agent

Article 8.—CALLS.

(A) The directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times

(B) Each member shall pay the amount of every call so made on him to the persons and

at the times and places appointed by the directors

(c) The time originally fixed for the payment of a call may be postponed from time to time

(d) A call made but not paid may be altogether or as to any part rescinded

(e) A call may be made payable by instalments

(f) A call shall be deemed to have been made at the time when the resolution of the directors authorising such call was passed

(g) Twenty eight days notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid

(h) If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by instalments at fixed times and whether on account of the amount of the share or by way of premium every such amount or instalment shall when due be payable to the Company by the person who for the time being shall be the registered holder of the share and as if it were a call duly made by the directors and of which due notice had been given and all the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly

(i) If the sum payable in respect of any call instalment or premium be not paid on or before the day appointed for payment thereof the holder for the time being of the share in respect of which the call shall have been

made or the instalment or premium shall be due shall pay interest for the same at the rate of ten per centum per annum from the day appointed for the payment thereof to the time of the actual payment but this provision is without prejudice to any provision herein contained in regard to forfeiture or otherwise

(J) The directors may where they think fit remit altogether or in part any sum becoming payable for interest under the last preceding clause

(K) The joint holders of a share shall be severally as well as jointly liable for the payment of all calls instalments and premiums due in respect of such share

Article 9.—PAYMENT IN ADVANCE OF CALLS.

(A) The directors may if they think fit receive from any member willing to advance the same all or any part of the money due upon the shares held by him beyond the sums actually called for

(B) The Company may pay interest upon the money so paid in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made at such rate as the member paying such sum in advance and the directors agree upon

(C) Where capital is paid up as aforesaid in advance of calls upon the footing that the same shall carry interest such capital shall not while carrying interest confer a right to participate in profits

(D) The directors may at any time repay any amount so advanced upon giving to such member three months' notice in writing

Article 10.—FORFEITURE AND LIEN.

(A) If any member fail to pay any call instalment or premium on or before the day appointed for the payment of the same the directors may at any time thereafter during such time as the same remains unpaid serve a notice on such member requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment

(B) The notice shall name a day (not being less than fourteen days from the date of the notice) and a place on and at which such call instalment or premium and such interest and expenses as aforesaid are to be paid and shall state that in the event of non-payment at or before the time and at the place appointed the share in respect of which the call was made or instalment or premium is payable will be liable to be forfeited

(C) If the requisitions of any such notice as aforesaid are not complied with any share in respect of which such notice has been given may at any time thereafter before payment of all calls instalments premiums interest and expenses due in respect thereof be forfeited by a resolution of the directors to that effect

(D) Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the for-

feiture and shall involve the extinction of all interest in and of all claims and demands against the Company in respect of the share except so far as expressly saved by these articles

(E) When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the register but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid

(F) Any share so forfeited shall be deemed to be the property of the Company and the directors may sell re-allot or otherwise dispose of the same in such manner as they think fit and in case of re-allotment with or without any money paid up thereon by the former holder being credited as paid up thereon and either subject to or discharged from all or any calls made or instalments or premiums due prior to the forfeiture

(G) The directors may at any time before any share so forfeited shall have been sold annul the forfeiture thereof upon such conditions as they think fit

(H) Any member whose shares have been forfeited shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls instalments premiums interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with

interest thereon from the time of the forfeiture until payment at the rate of ten pounds per centum per annum and the directors may enforce the payment thereof or not as they think fit

(I) The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for his debts liabilities and engagements solely or jointly with any other person to or with the Company (whether the same shall have been incurred or contracted before or after notice to the Company of any equitable or other interest in any person other than such member and whether the period for the payment fulfilment or discharge thereof shall have actually arrived or not) and no equitable interest in any share shall be created except upon the footing and condition that the foregoing article entitled "trusts of shares" is to have full effect

(J) Any such lien shall extend to all dividends from time to time declared in respect of the shares subject thereto

(K) Unless otherwise agreed or unless notice of the Company's claim shall be given to a transferee the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares

(L) For the purpose of enforcing such lien the directors may sell the shares subject thereto in such manner on such terms and for such consideration as they think fit but no sale shall be made until such period as aforesaid shall

have arrived and until notice in writing of the intention to sell shall have been served on such member his executors or administrators and default shall have been made by him or them in the payment fulfilment or discharge of such debts liabilities or engagements for seven days after such notice

(M) The net proceeds of any such sale after payment of the costs of such sale shall be applied in or towards satisfaction of such debts liabilities or engagements and the residue (if any) paid to such member his executors administrators or assigns

(N) Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the directors may authorise some person to execute an instrument of transfer of the shares sold to the purchaser thereof and cause the purchaser's name to be entered in the register as the holder thereof and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money

(O) After the name of the purchaser shall have been entered in the register as aforesaid the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively

Article 11.—TRANSFER OF SHARES.

(A) No transfer of a share shall be registered unless a proper instrument of transfer has been left at the office for registration accompanied by the certificate of the shares to be

transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the share. The directors may waive the production of the certificate on evidence satisfactory to them of its loss or destruction and either with or without an indemnity.

(B) The instrument of transfer of any share shall be in writing in the usual common form or as near thereto as circumstances will admit and shall be signed by both transferor and transferee but need not be under seal.

(C) A fee not exceeding two shillings and sixpence may be charged for each transfer and shall if required by the directors be paid before the registration thereof.

(D) The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

(E) The Company shall be entitled to retain all instruments of transfer which shall be registered.

(F) The transfer books and registers of shareholders and debenture holders may be closed during such time as the directors think fit not exceeding in the whole thirty days in each year.

(G) The directors

(i) may decline to register any transfer of shares on which the Company has a lien

(ii) may in their absolute and uncontrolled

discretion decline to register any proposed transfer and that without giving any reason

- (iii) shall decline to register a transfer the effect of which would be to increase the number of members beyond the limit hereinbefore prescribed
- (iv) shall during the lifetime of Clarence Decatur Howe decline to register a transfer of a B share to any person other than the said Clarence Decatur Howe or a holder of A shares unless either
 - (a) The said Clarence Decatur Howe shall have certified in writing addressed to the Company that the transferee is his nominee and has no beneficial interest in such share or
 - (b) the holders of a majority in value of the issued A shares consent thereto in writing
- (v) shall after the death of the said Clarence Decatur Howe decline to register a transfer of any B share to any person other than a holder of A shares unless the holders of a majority in value of the issued A shares consent thereto in writing

Article 12.—TRANSMISSION OF SHARES.

(A) The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to

the shares registered in the name of such member

(B) In the case of the death of any one or more of the joint holders of any shares the survivors or survivor shall be the only persons or person recognised by the Company as having any title to or interest in such shares and the directors may require such evidence of death as they may deem fit but nothing herein contained or done in pursuance of this paragraph shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person

Article 13.—MODIFICATION OF RIGHTS.

(A) Whenever the share capital of the Company is divided into different classes of shares the holders of any class of shares may at any time and from time to time and whether before or during liquidation by an extraordinary resolution passed at a meeting of such holders consent to the issue or creation of any shares ranking equally therewith or having any priority thereover or to the abandonment of any preference or priority or of any accrued dividend or the reduction for any time or permanently of the dividends payable thereon or to the amalgamation into one class of the shares of any two or more classes or to the subdivision of shares of one class into shares of different classes or to any alterations in these articles or otherwise varying modifying commuting affecting abrogating dealing with or taking away any rights or privileges attached to shares of the class or to any scheme for the reduction of the Company's capital affecting the class of shares in a manner not otherwise

authorised by these articles or to any scheme for the allocation or distribution (though not in accordance with legal rights) of profits (past or future) or assets such distribution being in money or in kind or to any contract for the sale of the whole or any part of the Company's property or business determining the way in which as between the several classes of shareholders the purchase consideration shall be distributed and generally consent to any alteration contract compromise or arrangement which the persons voting thereon could if sui juris and holding all the shares of the class consent to or enter into and such resolution shall be binding upon all the holders of shares of the class

(B) The consent in writing of the holders of three-fourths of the issued shares of the class shall have the same effect as an extraordinary resolution passed at a meeting of holders of shares of the class

(C) Nothing in this article shall be read as implying the necessity for such consent to any operation or transaction which but for this article could have been effected without it

(D) Any meeting for the purposes of this article shall be convened and conducted in all respects or as nearly as possible in the same way as an extraordinary general meeting of the Company provided that no member shall be entitled to notice thereof or to attend thereat unless he be a holder of shares of the class intended to be affected by the resolution and that votes whether given personally or by proxy shall only be given in respect of shares of that

class and that at any such meeting a poll may be demanded by any member present in person and entitled to vote. Two holders of shares of the particular class entitled to vote in respect thereof (or if there be only one such holder that one) present in person or by proxy shall at such meeting be a quorum for all purposes.

Article 14.—DIRECTORS' BORROWING POWERS.

(A) The directors may from time to time at their discretion raise or borrow or secure the payment of any sum of money for the purposes of the Company

(B) The directors may raise or secure the payment or re-payment of money and the performance of contracts and engagements in such manner and upon such terms and conditions in all respects as they think fit and in particular by mortgages either legal or equitable and by the issue of debentures or notes perpetual or otherwise with or without a charge upon all or any of the property assets and rights of the Company (both present and future) including its uncalled capital and with or without a trust deed containing a mortgage of or charge upon all or any of such property and rights inclusive of uncalled capital.

(C) The directors may employ any of the funds of the Company in the purchase or redemption of any debentures notes or other obligations of the Company

(D) Debentures notes and other securities and obligations may be made assignable free

from equities between the Company and the original or any intermediate holders

(E) Any debentures notes and other securities and obligations may be issued at a discount premium or otherwise and with any special privileges as to redemption surrender drawings allotment of shares attending and voting at general meetings of the Company appointment of directors and otherwise and may be extended converted renewed varied exchanged redeemed or re-issued

(F) The fee for inspection of the register of mortgages by any person other than a creditor or member of the Company shall be one shilling

(G) If the directors or any of them or any other person shall become personally liable for the payment of any sum primarily due from the Company the directors may execute or cause to be executed any mortgage charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the directors or persons so becoming liable as aforesaid from any loss in respect of such liability

Article 15.—CONVENING OF GENERAL MEETINGS.

(A) A general meeting of the Company shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be determined by the directors

(B) The general meetings referred to in clause (A) of this article shall be called ordinary meetings. All other general meetings of the Company shall be called extraordinary meetings.

(C) The directors may whenever they think fit and they shall on a requisition of members holding at the date of the deposit of the requisition not less than one-tenth of such of the paid up capital of the Company as at the date of the deposit carries the right of voting at general meetings of the Company forthwith proceed duly to convene an extraordinary general meeting of the Company and in case of such requisition the provisions of section 114 of the companies act shall apply.

(D) Subject to the provisions of the companies act relating to special resolutions seven clear days' notice specifying the place, day and hour of meeting and in case of special business the general nature of such business shall be given to the members entitled to attend such meeting by notice sent by post or otherwise served as hereinafter provided. In the case of a special resolution twenty-one clear days' notice shall be given.

(E) With the consent in writing of all the members entitled to attend and vote thereat a meeting for the purpose of passing a special and/or any other resolution may be convened by a shorter notice or without written notice and in any manner they think fit.

(F) The accidental omission to give notice of any meeting to or the non-receipt thereof by any member or person entitled to receive

the same shall not invalidate any resolution passed at any such meeting

**Article 16.—DIRECTORS' RESOLUTION
OPERATING AS RESOLUTION OF
GENERAL MEETING.**

Any resolution passed by the directors notice whereof shall be given to the members in the manner in which notices are hereby directed to be given and which shall within one month after it has been so passed be ratified and confirmed in writing by members who would on a poll taken on the date of such resolution have been entitled to three-fourths of the votes shall be as valid and effectual as a resolution of a general meeting but this clause shall not apply to a resolution for winding up the Company nor to a resolution passed in respect of any matter which by virtue of statute or these articles ought to be dealt with by special or extraordinary resolution

**Article 17.—PROCEEDINGS AT GENERAL
MEETINGS.**

(A) The business of an ordinary meeting shall be :—

- (i) to receive and consider the balance sheet and profit and loss account and the reports of the directors and of the auditors and other documents required to be annexed to the balance sheet
- (ii) to elect auditors
- (iii) to fix the directors' and auditors' remuneration

- (iv) to declare dividends
- (v) to transact any other business which under these articles ought to be transacted at an ordinary meeting
- (B) All business other than the business mentioned in the last preceding clause which is transacted at an ordinary meeting and all business transacted at an extraordinary meeting shall be deemed special
- (c) Two members personally present and entitled to vote shall be a quorum for a general meeting
- (D) No business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of the business
- (E) The chairman of directors shall be entitled to take the chair at every general meeting
- (F) If there be no such chairman or if at any meeting he be not present within fifteen minutes after the time appointed for holding such meeting or if being present he declines to preside the directors present shall choose another director as chairman
- (G) If no other director be present or if all the directors present decline to take the chair then the members present shall choose one of their number to be chairman
- (H) If within half an hour from the time appointed for the meeting a quorum be not

present the meeting if convened upon such requisition as aforesaid shall be dissolved but in any other case it shall stand adjourned to the same day in the next week at the same time and place

(i) If at any such adjourned meeting a quorum be not present the members who are personally present and entitled to vote shall be a quorum and may transact the business for which the meeting was called.

(j) Every question submitted to a meeting shall be decided in the first instance by a show of hands

(k) At any general meeting unless a poll is effectively demanded a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution

(l) A poll may be demanded on any resolution before or on the declaration of the result of the show of hands by the chairman or in writing by any member present either personally or by proxy

(m) If a poll be demanded as aforesaid it shall be taken in such manner and at such time and place as the chairman of the meeting directs and either at once or after an interval or adjournment or otherwise

(N) No poll shall be demanded on the election of a chairman of a meeting and a poll demanded on any question of adjournment shall be taken at the meeting without adjournment

(O) The demand of a poll may be withdrawn

(P) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded

(Q) The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded

(R) The chairman of a general meeting may with the consent of the meeting adjourn the same from time to time and from place to place

(S) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place

(T) A resolution passed at an adjourned meeting shall be treated as having been passed on the date on which it was in fact passed and not at any earlier date

Article 18.—VOTES OF MEMBERS.

(A) On a show of hands every member present in person shall have one vote.

(B) On a poll every member present in person or by proxy shall have one vote for every share held by him

(c) The chairman of a general meeting shall not be entitled to any casting vote

(d) No member not personally present shall be entitled to vote on a show of hands unless such member is a corporation present by a proxy or by a representative duly authorised under the companies act in which case such proxy or representative shall be entitled to vote for such corporation on a show of hands as well as on a poll and to speak and to sign a demand for a poll in the same way as though he were himself a member and to be counted in a quorum

(E) Any person entitled under the transmission clause to transfer any shares may vote at any general meeting in respect thereof and speak and sign a demand for a poll in the same manner as if he were the registered holder of such shares provided that twenty-four hours at the least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to exercise the rights hereby conferred he shall satisfy the directors of his right to transfer such shares or the directors shall have previously admitted his title to exercise the said rights at such meeting in respect thereof

(F) Where there are joint registered holders of any share any one of such holders may (subject to the next clause hereof) vote at any meeting either personally or by proxy in respect of such share as if he were solely entitled thereto

(G) If more than one of the joint registered holders of any share be present at

any meeting personally or by proxy that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof

(H) Several executors or administrators of a deceased member in whose name any share stands shall for the purposes of the two preceding paragraphs of this article be deemed joint holders thereof

(I) In case of dispute as to the admission or rejection of a vote the chairman shall determine the same and such determination made in good faith shall be final and conclusive

(J) Votes may be given either personally or by proxy or in the case of a corporation by a representative duly authorised as aforesaid

(K) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney or if such appointor be a corporation either under its common seal or under the hand of an officer or attorney duly authorised and shall as nearly as circumstances will admit be in the usual common form set out in table A and may appoint one or more proxies in the alternative

(L) A proxy need not be a member of the Company.

(M) The instrument appointing a proxy and the power of attorney (if any) under which it is signed shall be deposited at the office not less than twenty-four hours before the time for holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote

(N) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the share in respect of which the vote is given provided no intimation in writing of the death revocation or transfer shall have been received at the office before the meeting or by the chairman of the meeting before the vote is given

(O) No member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another member at any general meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member

(P) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final

Article 19.—NUMBER AND QUALIFICATION OF DIRECTORS.

(A) Until otherwise determined by the Company in general meeting the number of the directors shall not be less than two nor more than ten but the Company in general meeting may at any time and from time to time increase or reduce the maximum or minimum number

(b) The directors shall be divided into two classes called A and B directors respectively. The number of directors of either class shall not exceed five.

(c) A director shall not require any qualification.

(d) The first directors shall be Sir Ernest Darwin Simon and Cecil Bentham (who are to be deemed to be A directors) and Clarence Decatur Howe (who is to be deemed to be a B director).

Article 20.—REMUNERATION OF DIRECTORS.

(A) The directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as the Company in general meeting may from time to time determine.

(B) Where a fixed sum is payable for any year or other period as remuneration to a director who in the course of such year or period ceases to be a director such remuneration shall be regarded as accruing from day to day and be apportionable accordingly.

(c) A director may hold any other office or employment under the Company except that of auditor upon such terms as the directors may determine and may undertake on behalf of the Company and either personally or through any firm of which he is a member any work in the ordinary course of his profession or business on terms of receiving the usual remuneration therefor.

(D) The directors may grant to any director required to go abroad or render any other extraordinary service such special remuneration for the services rendered as they think proper

Article 21.—DIRECTORS' CONTRACTS WITH THE COMPANY.

(A) No director shall be disqualified by his office from contracting with the Company nor (if such director complies with the provisions of section 149 of the companies act in relation thereto) shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any director shall be in any way interested be avoided nor shall such director so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of the fiduciary relation thereby established

(B) A general notice that a director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company shall be a sufficient disclosure under this article and after such general notice it shall not be necessary for such director to give a special notice relating to any particular transaction with that firm or company

Article 22.—POWERS OF DIRECTORS.

(A) The management of the business and the control of the Company shall be vested in the directors who in addition to the powers and authorities by these presents or otherwise

expressly conferred on them may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute expressly directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the companies act and of these presents and to any regulations from time to time made by the Company in general meeting

(B) No regulation made by the Company shall invalidate any prior act of the directors which would have been valid if such regulation had not been made.

Article 23.—PROCEEDINGS OF DIRECTORS.

(A) The directors shall hold their meetings in the United Kingdom and may there meet together for the dispatch of business adjourn and otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business

(B) Until otherwise determined two directors shall be a quorum

(C) A director may at any time and the secretary upon the request of a director shall convene a meeting of the directors but a director who is at any time not in the United Kingdom shall not during such time be entitled to notice of any meeting

(D) In the event of one or more A directors and one or more B directors being present at any meeting no question shall be

decided except by a unanimous vote Subject to this provision questions arising at any meeting of directors shall be decided by a majority of votes

(E) At a meeting of directors the chairman shall not have any casting vote

(F) Sir Ernest Darwin Simon shall be the first chairman of directors Subject thereto the directors may elect a chairman of their meetings and determine the period for which he is to hold office

(G) If there be at any time no chairman or if at any meeting he be not present at the time appointed for holding the same the directors present may choose some one of their number to be chairman of such meeting

(H) A meeting of the directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the directors generally

(I) The directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit

(J) Any committee so formed shall in the exercise of the powers so delegated conform to any regulations from time to time imposed upon it by the directors

(K) The meetings and proceedings of any such committee consisting of two or more

members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the directors so far as the same are applicable thereto and are not superseded by any regulations made by the directors as aforesaid

(L) All acts done by any meeting of the directors or by any committee of directors or by any person acting as a director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such directors or person acting as aforesaid 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 director

(M) The continuing directors may act notwithstanding any vacancy in their body but if and so long as the number is below the minimum for the time being fixed the continuing directors shall act only for the purpose of summoning general meetings. They may however act for the last mentioned purpose even though their number is reduced below the number fixed as a quorum

(N) A resolution in writing signed by all the directors shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted

Article 24.—VACATION OF OFFICE BY AND APPOINTMENT OF DIRECTORS.

(A) The office of a director shall ipso facto be vacated

- (i) if he be found lunatic or become of unsound mind
- (ii) if he be or become bankrupt or suspend payment or compound with his creditors
- (iii) if by notice in writing to the Company he resign his office
- (iv) if the Company in general meeting resolve that he do retire
- (v) if without the sanction of the board he absent himself from the meetings of the directors for six months and the board resolve that his office be vacated
- (vi) if he become prohibited from being a director by reason of any order made under section 217 or section 275 of the companies act
- (vii) if being an A director he be requested in writing by the holders of a majority in value of the issued A shares to resign and if being a B director he be requested in writing by the holders of a majority in value of the issued B shares to resign
- (viii) in the case of a B director if and when the said Clarence Decatur Howe dies

(B) The holders for the time being of a majority in value of the issued A shares shall have power at any time and from time to time to appoint any person to be an A director of the Company either to fill a casual vacancy among the A directors or as an addition to the board but so that the maximum number of A directors fixed as above be not exceeded

(c) The holders for the time being of a majority in value of the issued B shares shall have power at any time and from time to time to appoint any person to be a B director of the Company either to fill a casual vacancy among the B directors or as an addition to the Board but so that the maximum number of B directors fixed as above be not exceeded.

(D) Each director shall continue in office unless and until such office be vacated by his death or by virtue of clause (A) hereof

Article 25.—INDEMNITY OF DIRECTORS AND OFFICERS.

Every director manager or officer of the Company or any person (whether an officer of the Company or not) employed by the Company as auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such director manager officer or auditor in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 372 of the companies act in which relief is granted to him by the court

Article 26.—MINUTES.

(A) The directors shall cause minutes to be duly entered in books provided for the purpose

- (i) of all appointments of officers
- (ii) of the names of the directors present at each meeting of the directors and of any committee of directors

- (iii) of all orders made by the directors and committees of directors
- (iv) of all resolutions and proceedings of general meetings and of the directors and committees
- (v) of all ratifications of directors' resolutions intended to operate as resolutions of general meetings

(B) Any such minute if purporting to be signed by the chairman of the meeting to which it relates or of the meeting of directors next following the transaction recorded or in the case of a committee minute of the next succeeding meeting of that committee shall be prima facie evidence of the matters stated in such minute

Article 27.—RESERVE FUND.

(A) Before recommending any dividend the directors may set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for repairing improving or maintaining any of the property of the Company or for special dividends or for equalising or increasing dividends or for past or prospective depreciation or diminution in value of any of the property of the Company or for such other purposes as the directors shall in their absolute discretion think conducive to the interests of the Company

(B) The directors may invest the several sums so set aside upon such investments (other than shares in the Company) as they may think fit and may from time to time deal with and vary investments and distribute the same or

dispose of all or any part thereof for the benefit of the Company

(c) In particular the directors shall have full power to employ the assets constituting the reserve fund in the business of the Company and that without being bound to keep the same separate from the other assets

(d) The directors may from time to time divide the reserve fund into such special funds as they think fit and may from time to time consolidate or sub-divide all or any of such special funds

Article 28.—DIVIDENDS.

(A) Subject as aforesaid and to any special rights attached to any shares which may for the time being be held on special conditions the profits of the Company distributed as dividend or bonus shall be divisible among the members in proportion to the capital paid up on the shares held by them respectively

(B) The Company in general meeting may declare a dividend to be paid to the members according to their rights and interests in the profits and may fix the time for payment

(C) No larger dividend shall be declared than is recommended by the directors but the Company in general meeting may declare a smaller dividend

(D) No dividend shall be payable except out of the profits of the Company

(E) No dividend shall carry interest as against the Company

(F) The declaration of the directors as to the amount of the net profits of the Company shall be conclusive

(G) The directors may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies

(H) The directors may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts liabilities or engagements in respect of which the lien exists

(I) The directors may retain the dividends payable upon shares in respect of which any person is entitled in consequence of the death or bankruptcy of any member until such person has become a shareholder in respect thereof or has duly transferred the same

(J) A transfer of shares shall not pass the right to any dividend declared thereon before the registration of the transfer

(K) Any one of several persons who are registered as joint holders of any share may give effectual receipts for all dividends and other payments on account of profits in respect of such share

(L) Unless otherwise directed any dividend may be paid by sending a cheque or warrant payable to order through the post to the registered address of the member or person entitled or in the case of joint holders to the registered address of that one whose name stands first on the register in respect of the

joint holding and the Company shall not be responsible for any loss arising therefrom

Article 29.—ACCOUNTS AND AUDIT.

(A) The directors shall comply with sections 122 to 129 of the companies act relating to the accounts of the Company

(B) Auditors shall be appointed and their duties regulated by sections 132 133 and 134 of the companies act

Article 30.—NOTICES.

(A) Any notice or document may be served by the Company upon any member either personally or by sending it through the post prepaid addressed to such member at his registered address or by delivering it so addressed at such registered address

(B) Each member whose registered address is not in the United Kingdom may from time to time notify in writing to the Company an address in the United Kingdom which shall be deemed his registered address within the meaning of the last preceding clause

(C) Those members who have no registered address in the United Kingdom shall not be entitled to receive any notices

(D) All notices shall with respect to any shares to which persons are jointly entitled be given to whichever of such persons is named first in the register and notice so given shall be sufficient notice to all holders of such shares

(E) Any notice sent by post shall be deemed to have been served at the expiration of twenty-four hours after the same is posted

(F) In proving service of a notice sent by post it shall be sufficient to prove that the notice or envelope or wrapper containing it was properly addressed and put into the post office or into any post box subject to the control of the Postmaster General

(G) A certificate in writing signed by any manager secretary or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted or that a notice was duly served personally or by delivery as aforesaid shall be conclusive evidence thereof

(H) Any person who by operation of law transfer or other means whatsoever shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share

(I) Any notice or document served in pursuance of these articles shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any shares held (whether solely or jointly with other persons) by such member until some other person be registered in his stead as the holder or joint holder thereof and such service shall for all purposes of these articles be deemed a sufficient service of such notice or document on

his executors or administrators and all persons (if any) jointly interested with him in any such share

(J) Where a given number of days' notice or notice extending over any other period is required to be given such number of days or other period shall be reckoned exclusive both of the day of service and of the day for which notice is given

Names addresses and descriptions of subscribers

E D Summ
 Broomcroft
 Didsbury
 (Engineer)

Cecil Bentham
 Oak Croft
 Cheshire
 (Engineer)

Dated this 1st day of May 1934.

Witness to the above signatures

PB Hamilton
 Oakmount
 Didsbury
 Manchester
 Engineer