

Number of }
Company }

436522

[Form No. 41.]

"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,

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

THE LOHEAT FRAME COMPANY

LIMITED.

112-85130

Programs : "Certificate, Estrand, London."

Telephone No : Holborn 0434

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,

116 CHANCERY LANE, LONDON, W.C. 2,

and 13 BROAD STREET PLACE, E.C.2.

acted by



28 MAY 1947

1

Stanley Brooks

of "Tregenna" Kintbury in the County of Berks

alg B. { A person named in the Articles of Association as a
Solicitor
of the Supreme Court
(or in Scotland
"an Enrolled
Law Agent")
engaged in
the formation
of " or "A
person named
in the Articles
of Association
as a
Director (or
Secretary)
of."

The Loheal Frame Company,

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 Hungerford in the County
of Berks

the *25th* day of May

One thousand nine hundred and forty-seven.

before me,

Alg. Bartholomew

A-Commissioner-for-Oaths. †
Justice of the Peace for
the County of Berks.

† or Notary Public or Justice of the Peace.

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

Number of
Certificate

436522

2

[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

The Loheat Frame Company

LIMITED,

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

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

HO-63320

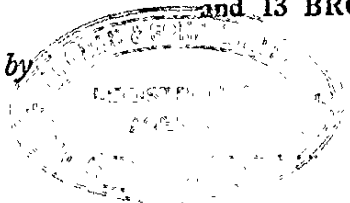
Telegrams: "CERTIFICATE, STRAND, LONDON."

Telephone No.: HOLBORN 0434.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,
116 CHANCERY LANE, LONDON, W.C. 2
and 13 BROAD STREET PLACE, E.C. 2.

Presented by



11/12

THE NOMINAL CAPITAL

OF

The Loheat Frame Company LIMITED,

is Five thousand Pounds,

divided into four thousand five hundred Preference Shares

of One pound each and Ten thousand Ordinary Shares of One shilling each.

Signature



Description Director

Dated the

20th day

of May 19 47.

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

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

436522

3. "The Companies Act, 1929."



COMPANY LIMITED BY SHARES



Memorandum of Association

OF

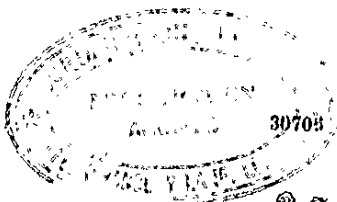
The Loheat Frame Company, Limited.

1. The Name of the Company is "THE LOHEAT FRAME COMPANY, 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 acquire and take over as a going concern and carry on the business of Electrically-heated Garden Frame Manufacturers, now carried on by STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON, at Eddington, Hungerford, in the County of Berks, under the style or firm of "THE LOHEAT FRAME COMPANY," together with all or any of the real and personal property and assets of the proprietors of that business used in connection therewith or belonging thereto, and with a view thereto to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed, and is expressed to be made between the said STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON of the one part and the above-named Company of the other part, a copy whereof has for the purpose of identification been signed by two of the subscribers hereto.
- (B) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the businesses of Agricultural and Horticultural Engineers and Contractors, Manufacturers, Repairers, Installers, Proprietors, Hirers, Letters on Hire and Dealers in Agricultural and Horticultural Plant of every description suitable for use or in connection with agriculture and horticulture and operations connected with the cultivation of the soil; Electrical, Radio, Television, Lighting, Telephone, Mechanical, and General Engineers and Engineering Contractors, Consulting Wireless, Television, and Electrical Experts, Designers, Manufacturers, Factors, and Repairers; and generally to manufacture, buy, sell, instal, maintain, repair, and deal in articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company.



- 1
- (C) 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 objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
 - (D) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
 - (E) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
 - (F) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
 - (G) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

- (H) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (I) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (J) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (K) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (L) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (M) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (N) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (O) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (P) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.

- (Q) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employes, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any persons who may have been Directors of or may have served the Company, or to the wives, children, or other relatives or dependents of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any of such persons or of their wives, children, or other relatives or dependents.
- (R) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (S) To sell or otherwise dispose of the whole or any part of the business or property of the Company either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (T) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (U) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is Five Thousand Pounds, divided into Four Thousand Five Hundred Preference Shares of One Pound each and Ten Thousand Ordinary Shares of One Shilling each. The said Preference and Ordinary Shares shall confer on the Holders thereof the rights and privileges declared by the accompanying Articles of Association, and such rights and privileges shall be subject to variation or modification in the manner provided by Clause 3 of Table A in the First Schedule to The Companies Act, 1929, and not otherwise.

We the several persons whose Names, Addresses, and Descriptions 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>Stanley Brooks "Trepanna" Humberg Company Director</i> | <i>One Ordinary</i> |
| <i>Claude Henry Breguet. 20 Moors Lane Humberg. Electrical Engineer.</i> | <i>One. Ordinary.</i> |

Dated the 20th day of May 1947.

Witness to the above Signatures

*S. Audsley
Priory Road,
Humbergford. Berks
Company Secretary*



COMPANY LIMITED BY SHARES.



Articles of Association

OF

The Loheat Frame Company, Limited.

PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 57, 64, 66, 69, 72, 78, 79, 92, 104, and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

2. The Directors shall forthwith take into consideration and, if thought fit, shall, on behalf of the Company, enter into (either with or without modification) the Agreement referred to in Clause 3, Sub-Clause (A), of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be entered into with or without such modification as aforesaid, and no objection shall be taken to the said Agreement, nor shall any Promoter or Director of the Company be liable to account to the Company for any profit or benefit derived by him under the said Agreement, by reason of any Promoter or Director of the Company being a Vendor to the Company or otherwise interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendors without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board; but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Agreement, including any such modification as aforesaid, and to have assented to all the terms thereof.

3. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.

4. The Company shall be a Private Company, and accordingly the following provisions shall have effect:—

(A) The Company shall not offer any of its Shares or Debentures to the public for subscription.

(B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been

formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.

- (c) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.

5. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

SHARES.

6. Subject to the provisions of the Agreement referred to in Article 2 hereof, and subject also to the provisions of Clause 35 of Table A, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such person, on such terms, and in such manner as they think fit.

7. The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Holders.

8. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares; and Clause 19 of Table A shall be modified accordingly.

BORROWING POWERS.

9. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, but so that the whole amount so raised or borrowed and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures, or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

10. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETINGS.

11. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table A shall be modified accordingly.

VOTES OF MEMBERS.

12. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote; and Clause 59 of Table A shall be modified accordingly.

DIRECTORS.

13. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than five.

14. The following persons shall be the first Directors of the Company: STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON. They shall be Permanent Directors of the Company, and each of them shall be entitled to hold such office so long as he shall live unless he shall become disqualified from any of the causes specified in Article 18 hereof; and accordingly Clauses 73 to 77 and Clause 80 of Table A shall not apply to any Permanent Director.

15. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

16. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company to the nominal value of not less than Twenty Pounds. A Director may act before acquiring his qualification, but shall acquire his qualification within two calendar months of being appointed a Director.

17. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

DISQUALIFICATION OF DIRECTORS.

18. The office of a Director shall be vacated—

- (A) If he become bankrupt or insolvent or compound with his creditors;
- (B) If he become of unsound mind;

- (c) If he be convicted of an indictable offence, not being an offence under The Road Traffic Act, 1930, or any statutory provision in lieu or modification thereof;
- (d) If he cease to hold the necessary Share qualification, or do not obtain the same within two calendar months from the date of his appointment;
- (e) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;
- (f) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
- (g) If he give the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

19. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. But, except in respect of the Agreement referred to in Article 2 hereof, or of any agreement or arrangement to give any indemnity or security to any Director who has undertaken or is about to undertake any liability on behalf of the Company, or to any other person or company for any liability or obligation of the Company for which any Director shall be personally responsible whether by way of guarantee or otherwise, or in respect of a resolution to allot any Shares or Debentures to a Director, no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made.

MANAGING DIRECTOR.

20. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all such powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

21. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

DIVIDENDS.

22. The profits of the Company which it shall from time to time be determined to divide among the Members in respect of any year or other period shall first be applied in paying to the Holders of Preference Shares a Cumulative Preferential Dividend to the close of such year or other period at the rate of seven per centum per annum on the amounts paid up or credited as paid up for the time being on the said Shares respectively; and the balance shall be divided among the Holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively. No amount paid on a Share in advance of Calls shall be treated for the purposes of this Article as paid on the Share.

NOTICES.

23. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

WINDING UP.

24. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the Holders of Preference Shares the amounts paid up or credited as paid up on such Preference Shares respectively, together with all arrears (if any) of the said Preferential Dividend, whether earned or declared or not, down to the date of the commencement of the winding up; Secondly, in repaying to the Holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among the Holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively.

25. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

*Rayley Brooks "Tregenna" Hinchbury" Berks
Company Director*

Claude Henry Bagnat - 20 Moons Place. Hungerford.
Electrical Engineer.

Dated the 20th day of May 1947.

Witness to the above Signatures—

*C. Audsley
Prion Road,
Hungerford. Berks
Company Secretary*

DUPLICATE FOR THE FILE

No. 436522



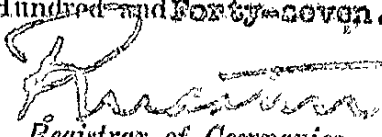
Certificate of Incorporation

I Hereby Certify, That

THE LOHEAT FRAME COMPANY, LIMITED

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

Given under my hand at London this Sixth day of
June One Thousand Nine Hundred and ~~Forty~~ seventy.


Registrar of Companies.

Certificate
received by

J. N. L. Ltd.

Date

6/6/47

The Companies Act, 1948

COMPANY LIMITED BY SHARES

(COPY)

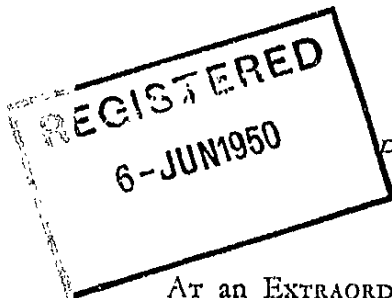


Special Resolution

(Pursuant to the Companies Act 1948, Sections 18 and 141)

OF

THE LOHEAT FRAME COMPANY,
LIMITED. ✓



Passed the 22nd day of May, 1950

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at Eddington Works, Hungerford, in the County of Berks, on the 22nd day of May, 1950, the following Special Resolution was duly passed:—

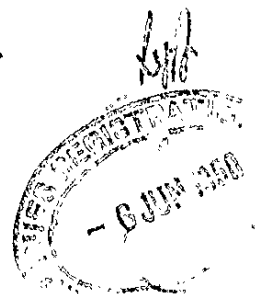
That the name of the Company be changed to "LOHEAT LIMITED." ✓

A 3016

Presented to the Registrar of Companies,

on the 6th day of June, 1950.


Chairman.



JORDAN & SONS, LIMITED.

Number 436522

B



Reference: C.R.98/1858/49

BOARD OF TRADE,

COMPANIES ACT, 1948

THE LOHEAT FRAME COMPANY, Limited

Under the provisions of Sub-Section (1) of Section 18 of the Companies Act,
the Board of Trade hereby approve of the name of the above named Company
changed to LOHEAT LIMITED.



Signed on behalf of the Board of Trade

This tenth day of June 1950.

A. T. R. R. R.

Authorised in that behalf by the
President of the Board of Trade.

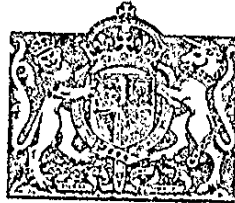


A3644

No. C.172.

DUPLICATE FOR THE FILE

No. 436522



Certificate of Change of Name

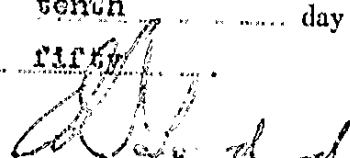
I Hereby Certify that.....

THE LONCAT FRAME COMPANY, LIMITED.

having, with the sanction of a Special Resolution of the said Company and with the approval of the BOARD OF TRADE, changed its name, is now called
LONCAT LIMITED.

and I have entered such new name on the Register accordingly.

Given under my hand at London, this tenth day of
June One thousand nine hundred and fifty.


Registrar of Companies.

Certificate received by.....



Date.....

THE COMPANIES ACTS 1948 to 1967

Copy

†
SPECIAL **Resolution**
(pursuant to Section 141 () of the Companies Act 1948) †

OF

LOHEAT

LIMITED

Passed the 12th day of May, 1970 .

At an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened and held at the Registered Office of the Company, Marlborough Road, Hungerford, Berks.

On the Twelfth day of May, 1970, the following
SPECIAL Resolution was duly passed:—

That the Articles of Association of the Company be altered by deleting Article 12 and the heading thereto and by substituting therefor the following Article under the heading "Capitalisation of Profits":

- (i) The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's Reserve Funds or Reserve Accounts including any amount arising from the appreciation in value of Capital assets (whether such appreciation in value has been realised or not) or to the credit of the Profit and Loss Account, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportion on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any Share held by such Members respectively or paying up in full unissued Shares or Debentures of the Company to be allotted and distributed credited as fully paid up, to and amongst such Members (or such persons as may be nominated by them respectively and be approved by the Directors) in the proportion aforesaid, or partly in the one way and partly in the other; and the Directors shall give effect to such Resolution:

Provided that a Share Premium Account and a Capital Redemption Reserve Fund may, for the purpose of this Article, only be applied in the paying up of unissued Shares to be issued to Members of the

† Insert "Special" or "Extraordinary" as the case may be.

† Where this form is returned to the Publishers to be printed, they will fill in the correct references to the Sections under which the Resolution was passed.

* This copy Resolution must be signed by the Chairman of the Meeting or a Director or the Secretary of the Company.
This copy Resolution must then be filed with the Registrar of Companies within 15 DAYS after the passing of the

Company as fully paid bonus Shares

- (ii) Whenever such Resolution shall have been passed the Directors may make all appropriations and applications of the amount resolved to be capitalised thereby, and all allotments and issues of fully paid Shares or Debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of Shares or Debentures become distributable in fractions and also to authorise any person to enter on behalf of all the Members entitled thereto into an Agreement with the Company providing for the allotment to them respectively (or such persons as may be nominated by them respectively and to be approved by the Directors) credited as fully paid up, of any further Shares or Debentures to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the amount resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Shares, and any agreement made under such authority shall be effective and binding on all such Members.

B. Audsley
SECRETARY

Number of
Company

436522

52

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES

(COPY)

Ordinary Resolution

(Pursuant to The Companies Act, 1948, Section 61)*

OF

LOHEAT

LIMITED

Passed the 12th day of May, 1970.

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at the Registered Office of the Company, Everland Road, Hungerford

in the County of Berks, on the 12th day of May, 1970,

the following ORDINARY RESOLUTION was duly passed:—

[Here set out the exact words of the Ordinary Resolution as passed.]

2. That the Share Capital of the Company be increased from £5,000 divided into 4500 Preference Shares of £1 each and 10,000 Ordinary Shares of 1/- each by the creation of 300,000 additional Ordinary Shares of 1/d. each ranking pari passu in all respects with the 10,000 existing Ordinary Shares.

SECRETARY

* Section 63 (2) of the Companies Act, 1948, requires a printed copy of the resolution authorising the increase of share capital to be forwarded to the registrar of companies within fifteen days after the passing of the resolution. If this form is returned to the publishers, they will undertake the printing and filing thereof. (Note: The provision contained in Section 143 of the Act that an Exempt Private Company need not forward a printed copy of a Resolution if it forwards copy in some other approved form does not apply to an Ordinary Resolution authorising the increase of Share Capital.)

† Here insert the full address of the place where the Meeting was held at which the Resolution was passed.

No. of COMPANY 436522

53

[C.F. 10]

THE COMPANIES ACT, 1948.

Notice of Increase in Nominal Capital.

Pursuant to Section 63.

NAME OF
COMPANY

LOHEAT

LIMITED

JORDAN & SONS, LTD.,
116, Chancery Lane, London, W.C.2.

Cat. No. C.F. 10.

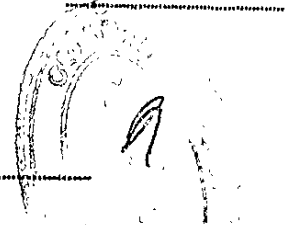
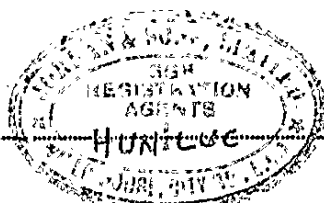
SHAW & SONS LTD.,
7, 8 & 9, Fetter Lane, London, E.C.4.

Law Stationers and Company Registration Agents.

S2184 (B) L

Document Filer's Reference

Represented by



Notice of Increase in Nominal Capital.

To the REGISTRAR OF COMPANIES.

.....
LOHEAT.....LIMITED,
hereby gives you notice pursuant to Section 63 of the Companies Act, 1948,
that by (a).....Ordinary.....Resolution of the Company dated the
12th.....day of May,.....19 70, the nominal Capital
of the Company has been increased by the addition thereto of the sum of
£ 15,000.....beyond the registered Capital of £ 5,000.

The additional Capital is divided as follows:—

| Number of Shares. | Class of Share. | Nominal Amount of each Share. |
|-------------------|-----------------|-------------------------------|
| 300,000 | Ordinary | One shilling |

The conditions (e.g., voting rights, dividend rights, winding-up rights, etc.),
subject to which the new Shares have been; or are to be, issued, are as follows:—

Pari passu in all respects with the existing 10,000 existing Ordinary
Shares.

.....of the new Shares are Preference Shares, and are (b) [not]
~~redeemable~~.

(Signature).....G. Audsley.....

(State whether Director, or Secretary).....Secretary.....

Dated the.....13th.....day of.....May,.....19 70

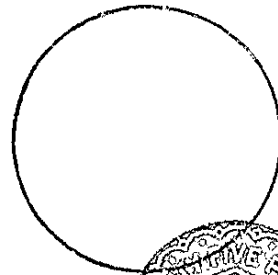
(a) "Ordinary," "Extraordinary" or "Special"

(b) Delete as appropriate.

This margin to be reserved for binding.

OF COMPANY. 436522

COMPANY HAVING A SHARE CAPITAL.



Unpaid
Revenue
Duty Stamp
to be
impressed
here.

PANY

LOHEAT



Statement of Increase of Nominal Capital

pursuant to Section 112 of the Stamp Act, 1891.

(NOTE.—The stamp duty on an increase of Nominal Capital is Ten shillings for every £100 or fraction of £100—Section 41, Finance Act, 1933.)

Nominal Capital of the above-named Company has by a Resolution of the Company dated 12th May, 1970 been increased by the addition of the sum of £ 15,000 beyond the Registered Capital of £5,000

Signature... *E. Audley*

13th May, 1970

Description... Secretary

This statement is to be filed within 15 days after the passing of the Resolution which the Registered Capital is increased, and if not so filed Interest on the Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable (Revenue Act, 1903).

NOTE.—Attention is drawn to Section 63 of the Companies Act, 1948, relative to filing of a Notice of Increase and a printed copy of the Resolution authorising the increase.

CAT. NO. CA.26

JORDAN & SONS, LTD.,

116, Chancery Lane, London, W.C.2.

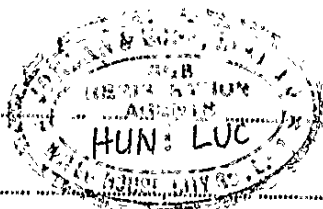
SHAW & SONS LTD.,

7, 8 & 9, Fetter Lane, London, E.C.4.

Law Stationers and Company Registration Agents.

S812 (D 3)

ented for registration by



LOHEAT LIMITED

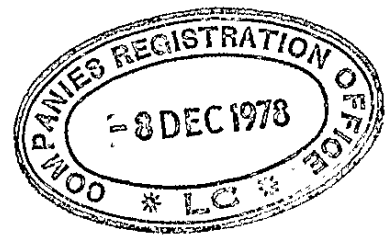
No. 436 522

169

We hereby resign as auditors of the above Company with effect from the date hereof and we confirm that there are no circumstances connected with our resignation which we consider should be brought to the notice of the members or creditors of the Company.

Bulj Blr

1/12/78.



No. 436,522/72

THE COMPANIES ACTS 1929

AND

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

RESOLUTION

of

LOHEAT LIMITED

Passed 1st December 1978

At an Extraordinary General Meeting of the above Company, duly convened and held on 1st December, 1978 the following resolution was duly passed as a Special Resolution, namely:-

SPECIAL RESOLUTION

THAT:-

- (i) the authorised share capital of the Company be increased from £20,000 to £113,000 by the creation of 2,170,000 new Ordinary Shares of 5p each;



- (ii) the sum of £92,841.90 (being part of the amount standing to the credit of the Profit and Loss Appropriation Account) be capitalised and the Directors be authorised to appropriate the said sum of £92,841.90 as capital to and amongst the persons appearing on the Register of Members at the close of business on 30th November, 1978 as holders of Ordinary Shares, such sum to be applied in paying up in full 1,856,838 Ordinary Shares of 5p each of the Company and that such 1,856,838 Ordinary Shares credited as fully paid be allotted and distributed to such persons in the proportion of 6 such new Ordinary Shares for every 1 Ordinary Shares of 5p each then held by such persons respectively and so that the Ordinary Shares to be issued pursuant to this Resolution shall rank in full for all dividends hereafter declared or paid on the ordinary share capital of the Company and in all other respects pari passu both inter se and with the existing issued ordinary shares of the Company for all purposes and the Directors shall give effect to this Resolution;
- (iii) the Articles of Association of the Company be altered by deleting therefrom Articles 13 and 16 and by renumbering the remaining Articles accordingly.

Dated 1st December 1978

Chairman.



NUMBER OF COMPANY: 4/136522 177

THE COMPANIES ACTS, 1948 to 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LOHEAT LIMITED

Passed the 16th day of September 1979

AT AN EXTRAORDINARY GENERAL MEETING OF THE ABOVE-NAMED COMPANY, DULY CONVENED AND HELD ON THE 16TH DAY OF SEPTEMBER 1979 THE FOLLOWING SPECIAL RESOLUTION WAS DULY PASSED:-

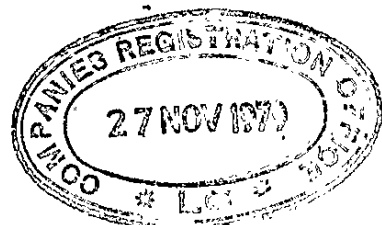
That the Provisions of the Memorandum of Association of the Company with respect to its objects be and the same are hereby altered by inserting the following new clause (v) after clause (u)

NEW CLAUSE

"To act as lessors in the business of leasing plant and machinery, vehicles, chattels, equipment or any other asset of the company of whatever description both present and future to any individual, partnership, corporation, government or local authority on such terms and conditions as the Company shall deem fit."

Michael H. J. Gardner
.....

CHAIRMAN



"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.

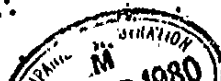
Memorandum of Association

OF

LOHEAT LIMITED

1. The name of the Company is "LOHEAT 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 acquire and take over as a going concern and carry on the business of Electrically-heated Garden Frame Manufacturers, now carried on by STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON, at Eddington, Hungerford, in the County of Berks, under the style or firm of "THE LOHEAT FRAME COMPANY," together with all or any of the real and personal property and assets of the proprietors of that business used in connection therewith or belonging thereto, and with a view thereto to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed, and is expressed to be made between the said STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON of the one part and the above-named Company of the other part, a copy whereof has for the purpose of identification been signed by two of the Subscribers hereto.
 - (B) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the businesses of Agricultural and Horticultural Engineers and Contractors, Manufacturers, Repairers, Installers, Proprietors, Hirers, Letters on Hire and Dealers in Agricultural and Horticultural Plant of every description suitable for use or in connection with agriculture and horticulture and operations connected with the cultivation of the soil; Electrical, Radio, Television, Lighting, Telephone, Mechanical, and General Engineers and Engineering Contractors, Consulting Wireless, Television, and Electrical Experts, Designers, Manufacturers, Factors, and Repairers; and generally to manufacture, buy, sell, instal, maintain, repair, and deal in articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company.

30701



- (c) 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 objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (d) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (E) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (F) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (g) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

- (n) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (i) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (j) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (k) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (l) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (n) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (o) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (p) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.

- (Q) To support and subscribe to any charitable or public object and any institution, society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any persons who may have been Directors of or may have served the Company; or to the wives children or other relatives or dependents of such persons; to make payments towards insurance, and to form and contribute to provident and benefit funds for the benefit of any of such persons or of their wives, children or other relatives or dependents.
- (R) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid
- (S) To sell or otherwise dispose of the whole or any part of the business or property of the Company either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (T) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (U) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- (V) To act as lessors in the business of leasing plant and machinery, vehicles, chattels, equipment or any other asset of the Company of whatever description both present and future to any individual, partnership, corporation government or local authority on such terms and conditions as the Company shall deem fit.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clauses shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The Liability of the Members is Limited. ✓

5. The Share Capital of the Company is One Hundred and Thirteen Thousand Pounds divided into Four Thousand Five Hundred Preference Shares of One Pound each and Two Million One Hundred and Seventy Thousand Ordinary Shares of Five Pence each. The said Preference and Ordinary Shares shall confer on the Holders thereof the rights and privileges declared by the accompanying Articles of Association and such rights and privileges shall be subject to variation or modification in the manner provided by Clause 3 of Table A in the First Schedule to the Companies Act, 1929 and not otherwise

We the several persons whose Names, Addresses, and Descriptions 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. |
|---|--|
| STANLEY BROOKS, "Tregenna," Kintbury, Berks, Company Director. | One Ordinary |
| CLAUDE HENRY BREGUET, 20 Moores Place, Hungerford, Electrical Engineer | One Ordinary |

Dated the 20th day of May, 1947.

Witness to the above Signatures—

C. AUDSLEY,
 Priory Road,
 Hungerford, Berks,
 Company Secretary.

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.

Articles of Association

OF

LOHEAT LIMITED

PRELIMINARY.

SWM 12
1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 57, 64, 66, 69, 72, 78, 79, 92, 104, and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

2. The Directors shall forthwith take into consideration and, if thought fit, shall, on behalf of the Company, enter into (either with or without modification) the Agreement referred to in Clause 3, Sub-Clause (A), of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be entered into with or without such modification as aforesaid, and no objection shall be taken to the said Agreement, nor shall any Promoter or Director of the Company be liable to account to the Company for any profit or benefit derived by him under the said Agreement, by reason of any Promoter or Director of the Company being a Vendor to the Company or otherwise interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendors without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board; but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Agreement, including any such modification as aforesaid, and to have assented to all the terms thereof.

3. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.

4. The Company shall be a Private Company, and accordingly the following provisions shall have effect:—

(A) The Company shall not offer any of its Shares or Debentures to the public for subscription.

(B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been

7.
formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.

(c) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.

5. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

SHARES.

6. Subject to the provisions of the Agreement referred to in Article 2 hereof, and subject also to the provisions of Clause 35 of Table A, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such person, on such terms, and in such manner as they think fit.

7. The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Holders.

8. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares; and Clause 19 of Table A shall be modified accordingly.

BORROWING POWERS.

9. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, but so that the whole amount so raised or borrowed and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures, or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

10. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETINGS.

11. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table A shall be modified accordingly.

VOTES OF MEMBERS.

12. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote; and Clause 59 of Table A shall be modified accordingly.

DIRECTORS.

13. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than five.

14. The following persons shall be the first Directors of the Company: STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON. They shall be Permanent Directors of the Company, and each of them shall be entitled to hold such office so long as he shall live unless he shall become disqualified from any of the causes specified in Article 18 hereof; and accordingly Clauses 73 to 77 and Clause 80 of Table A shall not apply to any Permanent Director.

15. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

16. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company to the nominal value of not less than Twenty Pounds. A Director may act before acquiring his qualification, but shall acquire his qualification within two calendar months of being appointed a Director.

17. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

DISQUALIFICATION OF DIRECTORS.

18. The office of a Director shall be vacated—

(A) If he become bankrupt or insolvent or compound with his creditors;

(B) If he become of unsound mind;

- (c) If he be convicted of an indictable offence, not being an offence under The Road Traffic Act, 1930, or any statutory provision in lieu or modification thereof;
- (d) If he cease to hold the necessary Share qualification, or do not obtain the same within two calendar months from the date of his appointment;
- (e) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;
- (f) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
- (g) If he give the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

19. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. But, except in respect of the Agreement referred to in Article 2 hereof, or of any agreement or arrangement to give any indemnity or security to any Director who has undertaken or is about to undertake any liability on behalf of the Company, or to any other person or company for any liability or obligation of the Company for which any Director shall be personally responsible whether by way of guarantee or otherwise, or in respect of a resolution to allot any Shares or Debentures to a Director, no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made.

MANAGING DIRECTOR.

20. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all such powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

21. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

DIVIDENDS.

22. The profits of the Company which it shall from time to time be determined to divide among the Members in respect of any year or other period shall first be applied in paying to the Holders of Preference Shares a Cumulative Preferential Dividend to the close of such year or other period at the rate of seven per centum per annum on the amounts paid up or credited as paid up for the time being on the said Shares respectively; and the balance shall be divided among the Holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively. No amount paid on a Share in advance of Calls shall be treated for the purposes of this Article as paid on the Share.

NOTICES.

23. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

WINDING UP.

24. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the Holders of Preference Shares the amounts paid up or credited as paid up on such Preference Shares respectively, together with all arrears (if any) of the said Preferential Dividend, whether earned or declared or not, down to the date of the commencement of the winding up; Secondly, in repaying to the Holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among the Holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively.

25. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

STANLEY BROOKS,

"Tregenna,"

Kintbury,

Berks,

Company Director.

CLAUDE HENRY BREGUET,

20 Moores Place,

Hungerford,

Electrical Engineer.

Dated the 20th day of May, 1947.

Witness to the above Signatures—

C. AUDSLEY,

Priory Road,

Hungerford, Berks,

Company Secretary.

No. 436,522.



(COPY)

Certificate of Incorporation.

I hereby Certify that THE LOHEAT FRAME
COMPANY, LIMITED, is this day Incorporated under The
Companies Act, 1920, and that the Company is Limited.

Given under my hand at London this Sixth day of June
One Thousand Nine Hundred and Forty-seven.

P. MARTIN,

Registrar of Companies.

INDISTINCT ORIGINAL

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.

Memorandum

AND

Articles of Association

OF

The Lohat Frame Company,
LIMITED.

Incorporated the 6th day of June, 1947.

Solicitors:
CHARLES LUCAS & MARSHALL,
HUNGERFORD.

JORDAN & SONS, LIMITED,
COMPANY REGISTRATION AGENTS, PRINTER, AND PUBLISHERS,
CHANCERY LANE, LONDON, W.C.2, AND 14 BROAD STREET PLACE, E.C.2.—HO-30700.

No. of Company

436,522

71

THE COMPANIES ACTS 1948 to 1967**Notice of Increase in Nominal Capital**

To THE REGISTRAR OF COMPANIES

Insert name
of Company;
delete "Limited"
if not applicable

LOHEAT

†State whether
Ordinary or
Extraordinary
or Special
Resolution.

Limited, hereby gives you notice, pursuant to Section 63 of the Companies Act 1948,
that by a[†] Special Resolution Resolution of the Company dated the
first day of December 19 78 the nominal capital of the
Company has been increased by the addition thereto of the sum of £93,000
beyond the registered capital of £20,000

The additional capital is divided as follows:—

Number of Shares

Class of Share

Nominal amount
of each share

2,170,000

Ordinary

5p

The conditions (e.g., voting rights, dividend rights, winding-up rights, etc.)
subject to which the new shares have been, or are to be, issued are as follows:—

If any of the new
shares are
Preference Shares
state whether they
are redeemable or
not. If this space is
insufficient the
conditions should
be set out
separately by way
of annexure.

the new shares are to rank pari passu in all
respects with the existing Ordinary Shares of
the Company

Signature

State whether Director
or Secretary

DIRECTOR/SECRETARY

Dated the 20th day of December 1978

Presented by

Presentor's Reference

NORTON ROSE COTTELL & PEARCE

London

(see notes overleaf)

NUMBER OF COMPANY:

436522

184

THE COMPANIES ACT: 1948 to 1976

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

LOHEAT LIMITED

Passed on the 14th day of January 1981

AT AN EXTRAORDINARY GENERAL MEETING OF THE ABOVE-NAMED COMPANY, DULY
CONVENED AND HELD ON THE 14TH DAY OF JANUARY 1981, THE FOLLOWING
SPECIAL RESOLUTION WAS DULY PASSED:

That the provisions of the Articles of Association
of the Company with respect to its Borrowing Powers
be amended as follows:-

by deleting the words " but so that the whole
amount so raised or borrowed and outstanding
at any one time shall not, without the consent
of the Company in General Meeting, exceed the
amount of the Share Capital of the Company for
the time being issued or agreed to be issued"
in Article 9 BORROWING POWERS of the Articles
Of Association of the Company.

[Handwritten Signature]

CHAIRMAN

14.1.81.



"The Companies Act, 1929."

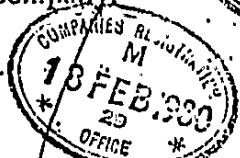
COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

LOHEAT LIMITED

1. The name of the Company is "LOHEAT 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 acquire and take over as a going concern and carry on the business of Electrically-heated Garden Frame Manufacturers, now carried on by STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON, at Eddington, Hungerford, in the County of Berks, under the style or firm of "THE LOHEAT FRAME COMPANY," together with all or any of the real and personal property and assets of the proprietors of that business used in connection therewith or belonging thereto, and with a view thereto to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed, and is expressed to be made between the said STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON of the one part and the above-named Company of the other part, a copy whereof has for the purpose of identification been signed by two of the Subscribers hereto.
 - (B) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the businesses of Agricultural and Horticultural Engineers and Contractors, Manufacturers, Repairers, Installers, Proprietors, Hirers, Lettens on Hire and Dealers in Agricultural and Horticultural Plant of every description suitable for use or in connection with agriculture and horticulture and operations connected with the cultivation of the soil; Electrical, Radio, Television, Lighting, Telephone, Mechanical, and General Engineers and Engineering Contractors, Consulting Wireless, Television, and Electrical Experts, Designers, Manufacturers, Factors, and Repairers; and generally to manufacture, buy, sell, instal, maintain, repair, and deal in articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company.



- (c) 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 objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (D) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (E) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (F) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (G) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

- 3
- (ii) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - (i) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
 - (j) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
 - (k) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
 - (l) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
 - (m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
 - (n) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
 - (o) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
 - (p) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.

- (Q) To support and subscribe to any charitable or public object and any institution, society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business; to give pensions, gratuities or charitable aid to any persons who may have been Directors of or may have served the Company; or to the wives children or other relatives or dependents of such persons; to make payments towards insurance, and to form and contribute to provident and benefit funds for the benefit or any of such persons or of their wives, children or other relatives or dependents.
- (R) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid
- (S) To sell or otherwise dispose of the whole or any part of the business or property of the Company either together or in portions for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (T) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (U) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- (V) To act as lessors in the business of leasing plant and machinery, vehicles, chattels, equipment or any other asset of the Company of whatever description both present and future to any individual, partnership, corporation government or local authority on such terms and conditions as the Company shall deem fit.

It is hereby expressly declared that each Sub-Clause of this Clause shall be construed independently of the other Sub-Clauses hereof, and that none of the objects mentioned in any Sub-Clauses shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-Clause.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is One Hundred and Thirteen Thousand Pounds divided into Four Thousand Five Hundred Preference Shares of One Pound each and Two Million One Hundred and Seventy Thousand Ordinary Shares of Five Pence each. The said Preference and Ordinary Shares shall confer on the Holders thereof the rights and privileges declared by the accompanying Articles of Association and such rights and privileges shall be subject to variation or modification in the manner provided by Clause 3 of Table A in the First Schedule to the Companies Act, 1929 and not otherwise

We the several persons whose Names, Addresses, and Descriptions 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. |
|---|--|
| STANLEY BROOKS, "Tregenna," Kintbury, Berks, Company Director. | One Ordinary |
| CLAUDE HENRY BREGUET, 20 Moores Place, Hungerford, Electrical Engineer | One Ordinary |

Dated the 20th day of May, 1947.

Witness to the above Signatures—

C. AUDSLEY,
 Priory Road,
 Hungerford, Berks,
 Company Secretary.

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.

Articles of Association

OF

LOHEAT LIMITED

PRELIMINARY.

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1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 57, 64, 66, 69, 72, 78, 79, 92, 104, and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

2. The Directors shall forthwith take into consideration and, if thought fit, shall, on behalf of the Company, enter into (either with or without modification) the Agreement referred to in Clause 3, Sub-Clause (A), of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be entered into with or without such modification as aforesaid, and no objection shall be taken to the said Agreement, nor shall any Promoter or Director of the Company be liable to account to the Company for any profit or benefit derived by him under the said Agreement, by reason of any Promoter or Director of the Company being a Vendor to the Company or otherwise interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendors without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board; but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Agreement, including any such modification as aforesaid, and to have assented to all the terms thereof.

3. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.

4. The Company shall be a Private Company, and accordingly the following provisions shall have effect:—

(A) The Company shall not offer any of its Shares or Debentures to the public for subscription.

(B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been

formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.

- (c) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.

5. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

SHARES

6 Subject to the provisions of the Agreement referred to in Article 2 hereof, and subject also to the provisions of Clause 35 of Table A, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such person on such terms and in such manner as they think fit.

7 The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Holders.

8 The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares and Clause 19 of Table A shall be modified accordingly.

BORROWING POWERS

9 The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit. The Directors may secure the repayment of or raise any such sums or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures, or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

10 A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETINGS.

11. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table A shall be modified accordingly.

VOTES OF MEMBERS.

12. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote; and Clause 59 of Table A shall be modified accordingly.

DIRECTORS.

13. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than five.

14. The following persons shall be the first Directors of the Company: STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON. They shall be Permanent Directors of the Company, and each of them shall be entitled to hold such office so long as he shall live unless he shall become disqualified from any of the causes specified in Article 18 hereof; and accordingly Clauses 73 to 77 and Clause 80 of Table A shall not apply to any Permanent Director.

15. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

16. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company to the nominal value of not less than Twenty Pounds. A Director may act before acquiring his qualification, but shall acquire his qualification within two calendar months of being appointed a Director.

17. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

DISQUALIFICATION OF DIRECTORS.

18. The office of a Director shall be vacated—

(A) If he become bankrupt or insolvent or compound with his creditors;

(B) If he become of unsound mind;

- (c) If he be convicted of an indictable offence, not being an offence under The Road Traffic Act, 1930, or any statutory provision in lieu or modification thereof;
- (d) If he cease to hold the necessary Share qualification, or do not obtain the same within two calendar months from the date of his appointment;
- (e) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;
- (f) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
- (g) If he give the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

19. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. But, except in respect of the Agreement referred to in Article 2 hereof, or of any agreement or arrangement to give any indemnity or security to any Director who has undertaken or is about to undertake any liability on behalf of the Company, or to any other person or company for any liability or obligation of the Company for which any Director shall be personally responsible whether by way of guarantee or otherwise, or in respect of a resolution to allot any Shares or Debentures to a Director, no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made.

MANAGING DIRECTOR.

20. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all such powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

21. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

DIVIDENDS.

22. The profits of the Company which it shall from time to time be determined to divide among the Members in respect of any year or other period shall first be applied in paying to the Holders of Preference Shares a Cumulative Preferential Dividend to the close of such year or other period at the rate of seven per centum per annum on the amounts paid up or credited as paid up for the time being on the said Shares respectively; and the balance shall be divided among the Holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively. No amount paid on a Share in advance of Calls shall be treated for the purposes of this Article as paid on the Share.

NOTICES.

23. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

WINDING UP.

24. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the Holders of Preference Shares the amounts paid up or credited as paid up on such Preference Shares respectively, together with all arrears (if any) of the said Preferential Dividend, whether earned or declared or not, down to the date of the commencement of the winding up; Secondly, in repaying to the Holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among the Holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively.

25. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

STANLEY BROOKS,

"Tregenna,"

Kintbury,

Berks,

Company Director.

CLAUDE HENRY BREGUET,

20 Moores Place,

Hungerford,

Electrical Engineer.

Dated the 20th day of May, 1947.

Witness to the above Signatures—

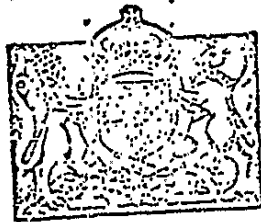
C. AUDSLEY,

Priory Road,

Hungerford, Berks,

Company Secretary.

No. 436,522.



(COPY)

Certificate of Incorporation.

I hereby Certify that THE LOHEAT FRAME
COMPANY, LIMITED, is this day Incorporated under The
Companies Act, 1929, and that the Company is Limited.

GIVEN under my hand at London this Sixth day of June
One Thousand Nine Hundred and Forty-seven.

P. MARTIN,

Registrar of Companies.

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.

Memorandum
AND
Articles of Association
OF
The Loheat Frame Company,
LIMITED.

Incorporated the 6th day of June, 1947.

Solicitors:
CHARLES LUCAS & MARSHALL,
HUNGERFORD.

JORDAN & SONS, LIMITED,
COMPANY REGISTRATION AGENTS, PRINTERS, AND PUBLISHERS,
CHANCERY LANE, LONDON, W.C.2, AND 15 BROAD STREET PLACE, E.C.2.—HC-30700.

Notice of new accounting reference date given during the course of an accounting reference period

Pursuant to section 3(1) of the Companies Act 1976

Please do not
write in this
binding margin

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

To the Registrar of Companies

For official use

Company number

99

436522

Name of company

*delete if
inappropriate

| | | |
|--------|--|----------|
| LOHEAT | | Limited* |
|--------|--|----------|

Note

Please read
notes 1 to 5
overleaf before
completing this
form

hereby gives you notice in accordance with section 3(1) of the Companies Act 1976 that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

| | | | |
|---|---|---|---|
| 3 | 1 | 0 | 3 |
|---|---|---|---|

†delete as
appropriate

The current accounting reference period of the company is to be treated as [shortened] [extended]† and [is to be treated as having come to an end] [will come to an end]† on

Day Month Year

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3 | 1 | 0 | 3 | 1 | 9 | 8 | 4 |
|---|---|---|---|---|---|---|---|

See note 4(c) and
complete if
appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement should be completed:

‡delete as
appropriate

The company is a [subsidiary] [holding company] of UMECO HOLDINGS LIMITED (148635) and a HOLDING COMPANY of J & H (MARINE) LIMITED 1003283.

_____, company number _____

the accounting reference date of which is 31.03.1984

§delete as
appropriate

Signed

[Director] [Secretary] Date 28 September 1983

Presenter's name, address and
reference (if any):

For official use
General section

Post room



Printed & Supplied by:—
Jordan & Sons Limited Legal and Information Services, Printers and Publishers,
Jordan House, 47 Brunswick Place, London N1 6EE. Telephone: 01-253 3030 Telex: 261010

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

436522

Name of company

LOHEAT LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 23rd October 1990 the nominal capital of the company has been
increased by £ 53,000 beyond the registered capital of £ 113,000.

‡ the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.‡

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

The new shares rank pari passu in all respects with the existing issued
Ordinary Shares of 5 pence each of the Company.

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

SECRETARY
Designation‡

Date

Please tick here if
continued overleaf

2nd November 1990

☐Presenter's name address and
reference (if any)*

C.C.Hodson
Everland Road
Hungerford
Berkshire RG17 0DU
ref:CCII

For official Use
General Section

Post room



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

RESOLUTION

of

LOHEAT LIMITED

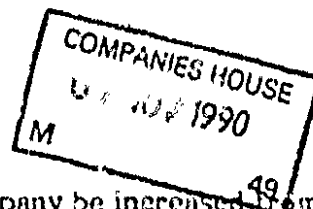
Passed 23 October, 1990

At an Extraordinary General Meeting of the above-named Company, duly convened and held on 23 October, 1990, the following Resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

THAT:

- (a) the authorised share capital of the Company be increased from £113,000 to £166,000 by the creation of 1,060,000 new Shares of 5p each;
- (b) the Directors be and they are hereby generally and unconditionally authorised in accordance with section 80 of the Companies Act 1985 and in substitution for any existing power to allot relevant securities to exercise all the powers of the Company to allot relevant securities (within the meaning of the said section 80) up to an aggregate nominal amount of £53,000 during the period expiring on 1st January, 1995 but so that this authority shall allow the Company to make before the expiry of this authority offers or agreements which would or might require relevant securities to be allotted after such expiry and notwithstanding such expiry the Directors may allot relevant securities in pursuance of such offers or agreements; and
- (c) the Directors be and they are hereby empowered, pursuant to section 95 of the Companies Act 1985 ("the Act"), to allot equity securities pursuant to the authority given in accordance with section 80 of the Act by paragraph (b) of this Resolution as if section 89(1) of the Act did not apply to any such allotment.




Chairman of the Meeting

COMPANY LIMITED BY SHARES.

Memorandum of Association
OF
The Loheat Frame Company, Limited.

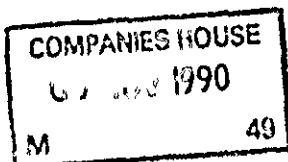
1. The Name of the Company is "THE LOHEAT FRAME COMPANY, LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The Objects for which the Company is established are -

(A) To acquire and take over as a going concern and carry on the business of Electrically-heated Garden Frame Manufacturers, now carried on by STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON, at Eddington, Hungerford, in the County of Berks, under the style or firm of "THE LOHEAT FRAME COMPANY," together with all or any of the real and personal property and assets of the proprietors of that business used in connection therewith or belonging thereto, and with a view thereto to enter into and carry into effect (either with or without modification) an Agreement which has been already prepared and engrossed, and is expressed to be made between the said STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON of the one part and the above-named Company of the other part, a copy whereof has for the purpose of identification been signed by two of the Subscribers hereto.

(B) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the businesses of Agricultural and Horticultural Engineers and Contractors, Manufacturers, Repairers, Installers, Proprietors, Hiers, Letters on Hire and Dealers in Agricultural and Horticultural Plant of every description suitable for use or in connection with agriculture and horticulture and operations connected with the cultivation of the soil; Electrical, Radio, Television, Lighting, Telephone, Mechanical, and General Engineers and Engineering Contractors, Consulting Wireless, Television, and Electrical Experts, Designers, Manufacturers, Importers, and Repairers; and generally to manufacture, buy, sell, instal, maintain, repair, and deal in articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company.



- (c) 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 objects, or calculated directly or indirectly to enhance the value of or render more profitable, any of the Company's property.
- (d) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (e) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same or join with others in so doing.
- (f) To apply for, register, purchase, or by other means acquire and protect, prolong, and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (g) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which this Company is authorised to carry on, and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm, or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, debenture stock, or securities so received.

- (h) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (i) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (j) To lend and advance money or give credit to such persons, firms, or companies and on such terms as may seem expedient, and in particular to customers of and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (k) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge, or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled Capital, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (l) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (n) To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform subcontracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.
- (o) To remunerate any person, firm, or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (p) To pay all or any expenses incurred in connection with the promotion, formation, and incorporation of the Company, or to contract with any person, firm, or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares, Debentures, Debenture Stock, or securities of this Company.

(Q) To support and subscribe to any charitable or public object, and any institution, society, or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities, or charitable aid to any persons who may have been Directors of or may have served the Company, or to the wives, children, or other relatives or dependents of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any of such persons or of their wives, children, or other relatives or dependents.

(R) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of this Company, or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(S) To sell or otherwise dispose of the whole or any part of the business or property of the Company either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

* By Special Resolution passed on 16th September 1979, the provisions of the Memorandum of Association of the Company with respect to its objects

were altered by inserting the following new Clause (V)

"To act as lessors in the business of leasing plant and machinery, vehicles, chattels, equipment or

any other asset of the Company of whatever description both present and future to any

individual, It is hereby expressly declared that each Sub-Clause of this partnership, Clause shall be construed independently of the other Sub-clauses hereof, and that none of the objects mentioned in government or any Sub-Clause shall be deemed to be merely subsidiary to local authoritythe objects mentioned in any other Sub-Clause.

on such terms and conditions as the Company shall deem fit".

(T) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.

(U) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is Five Thousand Pounds, divided into Four Thousand Five Hundred Preference Shares of One Pound each and Ten Thousand Ordinary Shares of One Shilling each. The said Preference and Ordinary Shares shall confer on the Holders thereof the rights and privileges declared by the accompanying Articles of Association and such rights and privileges shall be subject to variation or modification in the manner provided by Clause 3 of Table A in the First Schedule to The Companies Act, 1929, and not otherwise.

*Pursuant to a Resolution passed on 12th May 1970 the authorised Share Capital was increased from £5,000 to £20,000 by the creation of 300,000 additional Ordinary Shares of One Shilling each ranking pari passu in all respects with the 10,000 existing Ordinary Shares.

Pursuant to a Resolution passed on 1st December 1978 the authorised Share Capital was increased from £20,000 to £113,000 by the creation of 1,860,000 additional Ordinary Shares of 5p each ranking pari passu with the existing 310,000 Ordinary Shares.

Pursuant to a Special Resolution passed on 23rd October 1990 the authorised Share Capital of the Company was increased from £113,000 to £166,000 by the creation of £1,060,000 additional Ordinary Shares of 5p each ranking pari passu in all respects with the 2,170,000 Ordinary Shares already in existence

We the several persons whose Names, Addresses, and Descriptions 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 |
|---|---|
| STANLEY BROOKS, " Tregenna," Kintbury, Berks, Company Director | One Ordinary |
| CLAUDE HENRY BREGUET, 20 Moores Place, Hungerford. Electrical Engineer | One Ordinary |

Dated the 20th day of May, 1947.

Witness to the above Signatures—

C. AUDSLEY,
 Priory Road,
 Hungerford, Berks,
 Company Secretary.

COMPANY LIMITED BY SHARES.

Articles of Association

OF

The Loheat Frame Company, Limited.

PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to The Companies Act, 1929 (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby: that is to say, the Clauses of Table A numbered 57, 64, 66, 69, 72, 78, 79, 92, 104, and 107 shall not apply to this Company; but in lieu thereof, and in addition to the remaining Clauses of Table A, the following shall be the Regulations of the Company.

2. The Directors shall forthwith take into consideration and, if thought fit, shall, on behalf of the Company, enter into (either with or without modification) the Agreement referred to in Clause 3, Sub-Clause (A), of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be entered into with or without such modification as aforesaid, and no objection shall be taken to the said Agreement, nor shall any Promoter or Director of the Company be liable to account to the Company for any profit or benefit derived by him under the said Agreement, by reason of any Promoter or Director of the Company being a Vendor to the Company or otherwise interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendors without any independent valuation having been made, or of the Board of Directors not being in the circumstances an independent Board; but every Member of the Company, present and future, shall be deemed to have notice of the provisions of the said Agreement, including any such modification as aforesaid, and to have assented to all the terms thereof.

3. The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company at any rate not exceeding Ten per cent. of the price at which the said Shares are issued.

4. The Company shall be a Private Company, and accordingly the following provisions shall have effect

- (A) The Company shall not offer any of its Shares or Debentures to the public for subscription.
- (B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been

formerly in the employment of the Company, were while in that employment and have continued after the determination of that employment to be Members of the Company) shall not at any time exceed fifty.

(c) The right to transfer Shares in the Company shall be restricted in the manner hereinafter provided.

5. The Company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any Share as the absolute owner thereof, and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such Share, whether or not it shall have express or other notice thereof.

SHARES.

6. Subject to the provisions of the Agreement referred to in Article 2 hereof, and subject also to the provisions of Clause 35 of Table A, the Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such person, on such terms, and in such manner as they think fit.

7. The lien conferred by Clause 7 of Table A shall attach to fully paid up Shares, and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole Registered Holder thereof or shall be one of two or more joint Holders.

8. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares; and Clause 10 of Table A shall be modified accordingly.

BORROWING POWERS.

*By Special Resolution passed on 14th January 1981 the provisions of the Articles of Association of the Company with respect to its Borrowing Powers were amended by deleting the words "but so that the whole amount so raised or borrowed and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued" in Article 9.

9. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they think fit, but so that the whole amount so raised or borrowed and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the Share Capital of the Company for the time being issued or agreed to be issued. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled Capital, or by the issue, at such price as they may think fit, of Bonds, Debentures, or Debenture Stock either charged upon the whole or any part of the property and assets of the Company or not so charged, or in such other way as the Directors may think expedient.

10. A Register of the Holders of the Debentures of the Company shall be kept at the Registered Office of the Company, and shall be open to the inspection of the Registered Holders of such Debentures and of any Member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETINGS.

11. The quorum for the transaction of business at any General Meeting shall be two Members personally present and holding or representing by proxy not less than one tenth of the Share Capital of the Company for the time being issued; and Clause 45 of Table A shall be modified accordingly.

VOTES OF MEMBERS.

* 12. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote; and Clause 59 of Table A shall be modified accordingly.

DIRECTORS.

13. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not less than two nor more than five.

14. The following persons shall be the first Directors of the Company: STANLEY BROOKS, CLAUDE HENRY BREGUET, and ARNOLD GEORGE BILLINGTON. They shall be Permanent Directors of the Company, and each of them shall be entitled to hold such office so long as he shall live unless he shall become disqualified from any of the causes specified in Article 18 hereof; and accordingly Clauses 73 to 77 and Clause 80 of Table A shall not apply to any Permanent Director.

15. The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed as hereinbefore mentioned. Any Director so appointed shall hold office only until the next following Ordinary General Meeting, when he shall retire, but shall be eligible for re-election.

16. The qualification of every Director shall be the holding in his own right and as sole Holder of Shares of the Company to the nominal value of not less than Twenty Pounds. A Director may act before acquiring his qualification, but shall acquire his qualification within two calendar months of being appointed a Director.

17. A memorandum in writing signed by all the Directors for the time being and annexed or attached to the Directors' Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a Meeting duly convened, held, and constituted.

DISQUALIFICATION OF DIRECTORS.

18. The office of a Director shall be vacated—

(A) If he become bankrupt or insolvent or compound with his creditors;

(B) If he become of unsound mind;

* By a Special Resolution passed on 12th May 1970 the Articles of Association of the Company were altered by deleting Article 12 and the heading thereto and substituting therefor the following new Article under the heading "CAPITALISATION OF PROFITS " :

(i) The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's Reserve Funds or Reserve Accounts including any amount arising from the appreciation in value of Capital assets (whether such appreciation in value has been realised or not) or to the credit of the Profit and Loss Account, and accordingly that such sum is set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportion on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any Share held by such Members respectively or paying up in full unissued Shares or Debentures of the Company to be allotted and distributed credited as fully paid up, to and amongst such Members (or such persons as may be nominated by them respectively and be approved by the Directors) in the proportion aforesaid, or partly in the one way and partly in the other; and the Directors shall give effect to such Resolution :

Provided that a Share Premium Account and a Capital Redemption Reserve Funds may, for the purpose of this Article, only be applied in the paying up of unissued Shares to be issued to Members of the Company as fully paid bonus Shares.

(ii) Whenever such Resolution shall have been passed the Directors may make all appropriations and applications of the amount resolved to be capitalised thereby, and all allotments and issues of fully paid Shares or Debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of Shares or Debentures becoming distributable fractions and also to authorise any person to enter on behalf of all the Members entitled thereto into an Agreement with the Company providing for the allotment to them respectively (or such persons as may be nominated by them respectively and to be approved by the Directors) credited as fully paid up, of any further Shares or Debentures to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the amount resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Shares, and any agreement made under such authority shall be effective and binding on all such Members.

- (c) If he be convicted of an indictable offence, not being an offence under The Road Traffic Act, or any statutory provision in lieu or modification thereof;
- (d) If he cease to hold the necessary Share qualification, or do not obtain the same within two calendar months from the date of his appointment;
- (e) If he absent himself from the Meetings of Directors for a period of six calendar months without special leave of absence from the other Directors;
- (f) If he become prohibited from being a Director by reason of any order made under Sections 217 or 275 of The Companies Act, 1929;
- (g) If he give the Company one calendar month's notice in writing that he resigns his office.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Company or an entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be a Director of the Company.

19. A Director may hold any office or place of profit under the Company (other than that of Auditor) in conjunction with the office of Director, and may enter into or be interested in contracts or arrangements with the Company and may have or be interested in dealings with the Company, and shall not be disqualified from office thereby, nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement, or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the Meeting of the Directors at which such contract, arrangement, or dealing is first taken into consideration the nature of his interest therein, or, if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next Meeting of the Directors held after such interest was acquired. But, except in respect of the Agreement referred to in Article 2 hereof, or of any agreement or arrangement to give any indemnity or security to any Director who has undertaken or is about to undertake any liability on behalf of the Company, or to any other person or company for any liability or obligation of the Company for which any Director shall be personally responsible whether by way of guarantee or otherwise, or in respect of a resolution to allot any Shares or Debentures to a Director, no Director shall vote as a Director in regard to any contract, arrangement, or dealing in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall not be counted, nor shall he be reckoned in estimating a quorum when any such contract, arrangement, or dealing is under consideration. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm, and is to be regarded as interested in any contract, arrangement, or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall, for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement, or dealing so entered into or made.

MANAGING DIRECTOR.

20. The Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make Calls, forfeit Shares, borrow money, or issue Debentures) that they may think fit. But the exercise of all such powers by the Managing Director or Manager shall be subject to such regulations and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked, or varied.

21. Clause 68 of Table A shall be read and construed as if the words "rotation of retirement" were substituted for the words "rotation or retirement."

DIVIDENDS.

22. The profits of the Company which it shall from time to time be determined to divide among the Members in respect of any year or other period shall first be applied in paying to the Holders of Preference Shares a Cumulative Preferential Dividend to the close of such year or other period at the rate of seven per centum per annum on the amounts paid up or credited as paid up for the time being on the said Shares respectively; and the balance shall be divided among the Holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively. No amount paid on a Share in advance of Calls shall be treated for the purposes of this Article as paid on the Share.

NOTICES.

23. A Member who has no registered address in the United Kingdom, and has not supplied to the Company an address within the United Kingdom for the giving of notices to him, shall not be entitled to receive any notices from the Company.

WINDING UP.

24. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied: First, in repaying to the Holders of Preference Shares the amounts paid up or credited as paid up on such Preference Shares respectively, together with all arrears (if any) of the said Preferential Dividend, whether earned or declared or not, down to the date of the commencement of the winding up; Secondly, in repaying to the Holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among the Holders of Ordinary Shares in proportion to the number of Ordinary Shares held by them respectively.

25. In a winding up any part of the assets of the Company, including any shares in or securities of other companies, may, with the sanction of an Extraordinary Resolution of the Company, be divided among the Members of the Company in specie, or may be vested in trustees for the benefit of such Members, and the liquidation of the Company may be closed and the Company dissolved, but so that no Member shall be compelled to accept any shares whereon there is any liability.

No. 436,522.



(COPY)

Certificate of Incorporation.

I hereby Certify that THE LOHEAT FRAME COMPANY, LIMITED, is this day Incorporated under The Companies Act, 1929, and that the Company is Limited.

GIVEN under my hand at London this Sixth day of June
One Thousand Nine Hundred and Forty-seven.

P. MARTIN,

Registrar of Companies.

COMPANY LIMITED BY SHARES.

Memorandum

AND

Articles of Association

OF

The Loheat Frame Company,
LIMITED.

Incorporated the 6th day of June, 1947.

Solicitors:

CHARLES LUCAS & MARSHALL,
HUNGERFORD.

JORDAN & SONS, LIMITED,

COMPANY REGISTRATION AGENTS, PRINTERS, AND PUBLISHERS,
CHANCERY LANE, LONDON, W.C.2, AND 14, BROAD STREET PLACE, E.C.2.—HO-20700

Company No. 436522
THE COMPANIES ACT 1989
ELECTIVE RESOLUTION
of
LOHEAT LIMITED

Passed the 5th day of December 1990.

At the Annual General Meeting of the Company duly convened and held at the Registered Office on 5th December 1990 the following ELECTIVE RESOLUTIONS were passed :-

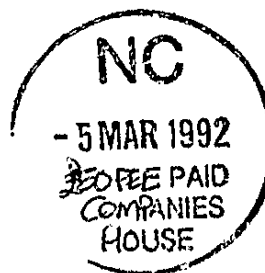
1. That in accordance with the provisions of the Companies Act 1989, the Company elect to dispense with Annual General Meetings.
2. That in accordance with the provisions of the Companies Act 1989, the Company elect to dispense with laying accounts in General Meetings.


.....
G.R.A. METCALFE
Chairman



No.436522

THE COMPANIES ACT 1929
THE COMPANIES ACT 1985



COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

LOHEAT LIMITED

Passed 4th March, 1992

AT an Extraordinary General Meeting of the above-named Company,
duly convened, and held on 4th March, 1992, the following Resolution was duly
passed as a Special Resolution :

SPECIAL RESOLUTION

THAT the name of the Company be changed to "Hungerford Electrical
Limited".

Chairman

5/3/92 D.S.

SAME DAY
L.B.
010661
P2/2
P/f 400

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**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 436522

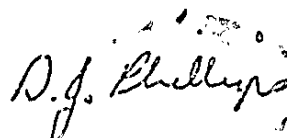
The Registrar of Companies for England and Wales hereby certifies that

LOHEAT LIMITED

having by special resolution changed its name, is now incorporated
under the name of.

HUNGERFORD ELECTRICAL LIMITED

Given at Companies House, Cardiff, the 5th March 1992


D. J. PHILLIPS

For The Registrar Of Companies



C O M P A N I E S H O U S E