

No. of  
Certificate }

493198

(Form No. 41.)

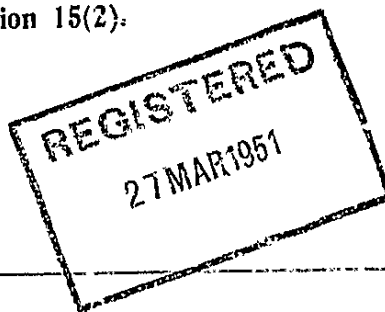
<sup>1948</sup>  
"THE COMPANIES ACT, 1929."



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

Statement of Compliance with the requirements of the Companies  
<sup>1948</sup>  
Act, 1929, on application for registration of a Company.

Pursuant to Section 15(2).



ERA MANUFACTURING CO. (CURTAINS)

Limited.

AMS: "DOUBBLE, ESTRAND, LONDON."

TELEPHONE: HOLBORN 0375

PUBLISHED BY

**CHARLES DOUBBLE LIMITED,**

Companies' Registration Agents, Printers and Stationers,

10, Bell Yard, Strand, London, W.C.2.

d for filing by

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

**I** Ralph Frederick Prior,

of 76, Priory Road, West Bridgford, Nottingham

Do solemnly and sincerely Declare that I am (a) the person named in  
the Articles of Association as the Secretary

of Era Manufacturing Co. (Curtains)

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, 1885.

Declared at 32 Bridlesmith Gate  
in the City of Nottingham

the 14th day of March

One thousand nine hundred and

1919

before me

F. Sidney Allcock

(b) A Commissioner for Oaths.

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

(b) or Notary Public or Justice of the Peace.

No. of Certificate **493198** | 2

Form No. 25.

## Statement of the Nominal Capital



ERA MANUFACTURING CO. (CURTAINS)

COMPANY LIMITED.

PURSUANT TO S. 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.)

REGISTERED

27 MAR 1951

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

TELEGRAMS: "DOUBLE, ESTRAND, LONDON."

TELEPHONE: HOLBORN 6375

PUBLISHED BY

**CHARLES DOUBBLE LIMITED,**

Companies' Registration Agents, Printers and Stationers,

10, Bell Yard, Strand, London, W.C.2.

Presented for filing by



The NOMINAL CAPITAL of.....

ERA MANUFACTURING CO. (CURTAINS).....Company, Limited,

is £.....500....., divided into.....500.....Shares of £.....1.....

each.

Signature.....*R. P. Smith*.....

Description.....Secretary.....

Date.....9th February 1951.....

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

493198/3



THE COMPANIES ACT, 1948.

COMPANY LIMITED BY SHARES.



## Memorandum of Association

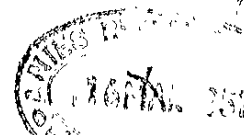
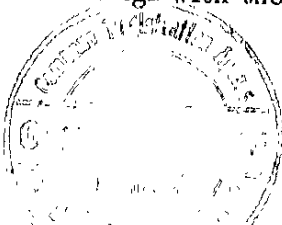
OF

## ERA MANUFACTURING CO. (CURTAINS) LIMITED.

REGISTERED

27 MAR 1951

1. The name of the Company is "ERA MANUFACTURING CO., (CURTAINS) LIMITED."
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
  - (a) To carry on in all parts of the world the business of manufacturers, manufacturers agents, importers, exporters, factors, merchants and shippers of, agents for, and dealers in goods, ware and merchandise and produce of every description, general merchants, traders, commission and general agents, general storekeepers, warehousemen and contractors, advertising agents, capitalists, financiers, shipowners, haulage and cartage contractors, railway, shipping and forwarding agents and to participate in commercial, trading, agency and financial operations in connection with the said business, and generally to buy, sell, import, barter, exchange, pledge, make advances upon, manipulate, manufacture, prepare for market and otherwise deal in plant, tools, machinery, produce, goods, articles, commodities and things capable of being advantageously dealt with in connection with the above-mentioned businesses or any of them or likely to be required by customers of or persons having dealings with the Company.



- (b) To conduct and carry on the business or businesses aforesaid, and any other businesses or undertakings whatsoever which the Directors may consider to be capable of being conducted by and for the benefit of the Company as subsidiary to or in conjunction with the said business or businesses aforesaid.
- (c) To buy, hire, take on lease, exchange, or otherwise obtain and to hold, develop, cultivate, improve and otherwise turn to account, and to sell, exchange, lease or otherwise dispose of and deal in any lands, buildings and hereditaments of any tenure and any rights, privileges or easements over or in respect of any real or personal property or rights whatsoever which may be necessary or convenient for the business of the Company.
- (d) To erect, construct, alter, maintain and remove or replace any buildings or works necessary or convenient for the purpose of the Company.
- (e) To apply for, buy or otherwise obtain and take assignments of any patents, licences, concessions, secret processes and the like conferring any exclusive, non-exclusive or limited right of user, or any secret or other information as to any invention or process, which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of, sell, assign or otherwise turn to account any such patents, property rights or information so acquired.
- (f) To expend moneys on and carry out any experimental or other research work in connection with the business of the Company or any branch thereof.
- (g) To amalgamate or enter into partnership with any person or company conducting or proposing to conduct any business which the Company is authorised to conduct and to acquire and undertake all or any part of any such business or of the assets or liabilities thereof, and to enter into any agreements relating to the sharing of profits, co-operation, limitation of competition or trading federation with such persons or companies which the Directors may consider to be for the benefit of the Company.
- (h) To pay or satisfy any liabilities which the Company is entitled to incur, and any obligations, into which the Company is entitled to enter, and to accept payment for any property or rights sold or otherwise disposed of, or dealt with, or of any debts owing to the Company, and satisfaction of any obligations of any persons or companies to the Company, in cash or instalments of cash,

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promissory notes or other negotiable instruments, or shares (whether credited as fully paid up or not) of any denon 'nation, debentures or debenture stock of the Company or any other company, but not so as to enable the Company to acquire its own shares.

- (i) To compromise, compound, or abandon, any debt, claim, liability or account.
- (j) To buy, sell, hold and deal in any stocks, shares, debentures, debenture stock, bonds, investments, negotiable instruments and other choses in action, the acquisition, holding or disposition of which may be necessary or convenient for the business of the Company; and to invest any surplus, idle or other moneys of the Company in any stocks, shares or securities or to deposit, or lend the same at or without interest, in or to any bank, corporation or other company or person.
- (k) To lend money and to give credit, either with or without security, and at or without interest, to any persons or companies, including customers and others having dealings with the Company and to guarantee the obligations of any such persons or companies.
- (l) To raise or borrow money with or without giving security or interest for the purposes of the undertaking of the Company; and to give security for and guarantee performance by the Company of all or any of its obligations or liabilities.
- (m) To mortgage or charge all or any of the present or future assets of the Company, including its uncalled capital, upon such provisions, terms and conditions as to redemption or issue debentures and debenture stock upon such terms and conditions, and for such consideration, and subject to such provisions, terms and conditions as to redemption or otherwise, as may be thought fit; and to issue any collateral, further security, or trust deed for further or collaterally securing the same.
- (n) To draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (o) To sell or otherwise dispose of the whole or any part of the undertaking or assets of the Company, either as a whole or in portions, and for such consideration as the Company shall think fit.
- (p) To promote and procure, either alone or in concert with any other person or corporation, the registration of any

other company with a view to the acquisition by such other company of the whole or any part of the assets and liabilities of the Company or with a view to such other company commencing or entering into any business which may be calculated directly or indirectly, to benefit or advance the objects of the Company, and to become and be by means of purchase or otherwise a holder of shares, securities, debentures, or debenture stock of such other company; and to stand surety for the due performance by such other company of its undertakings and obligations.

- (q) To pay and make out of the funds of the Company any compensation for loss of office or employment, allowance, pension or gratuity, to any Director or ex-Director, or any employee or ex-employee of the Company, or the widows, children or other persons dependant on any of them; to take out or contribute to any insurances for the benefit of such persons whether or not the Company be under any statutory obligation so to do; and to contribute towards the funds of any charitable institution, trade society, foundation, or trust, in which the Company, its officers or employees, or its or their dependants are or may be materially interested.
- (r) To divide and distribute in kind amongst the members of the Company the whole or any part of the assets of the Company, including shares, debentures, or securities of other companies belonging to the Company; but not so as to effect a reduction of the capital of the Company without first obtaining the sanctions required by the Companies Act, 1948 or any Act amending or substituted for the same.
- (s) To pay the costs of and incidental to the promotion and registration of the Company and any expenses connected therewith.
- (t) To introduce, make, support, or oppose any application for any act, bye-law, or regulation of any legislature or other authority; and to obtain any right, concession, or privilege from any government, municipal or other authority.
- (u) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (v) To do all such other things as are incidental or conducive to the attainment of the above objects.

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And it is hereby declared that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent objects, and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £500, divided into 500 shares of £1 each. Any of the said shares for the time being unissued and any new shares from time to time to be created may from time to time be issued with such preferred, deferred or other special rights or such restrictions, whether in respect of dividend, voting, return of share capital or otherwise as the Company may from time to time by ordinary resolution determine and any preference share may, with the sanction of an ordinary resolution, be issued on the terms that it is, or at the option of the Company is liable to be redeemed, but so that the special rights or privileges belonging to the holders of any shares issued with preferred or other special rights shall not be affected, modified, abrogated, or dealt with except with such sanction as is provided by the Articles of Association of the Company for the time being.

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, ADDRESS AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
Richard William Baker Ashworth The Manor House, Hickling, Notts.	One
Agnes Muriel Ashworth (ASHWORTH). The Manor House Hickling Notts.	One.

Dated the 10th day of March, 1951.

Witness to the above signatures:—

R. F. Prior

(R. F. PRIOR)

Greenwood Buildings

Bridlewell Gate

Nottingham

Chartered Accountant

493198

THE COMPANIES ACT, 1948.



COMPANY LIMITED BY SHARES.



## Articles of Association

# ERA MANUFACTURING CO., (CURTAINS) LIMITED.



### PRELIMINARY.

1. The regulations contained in or incorporated in Part II of Table A in the First Schedule to the Companies Act, 1948 (hereinafter called "Table A Part II"), shall apply to the Company save in so far as they are varied or excluded hereby.

2. The clauses of Part I of Table A aforesaid (hereinafter called "Table A Part I") numbered 5, 24, 53, 75, 76, 77 and 88 shall not apply to the Company and Clause 1 of Table A Part II shall be modified accordingly but the following articles and the remaining clauses of Table A Parts I and II as hereinafter modified shall constitute the Articles of Association of the Company. In the event of any conflict between the provisions of these articles and the provisions of Table A the provisions of these articles shall prevail.

### SHARES.

3. Subject to Clause 2 of Table A Part II the shares shall be at the disposal of the Directors who may allot or otherwise dispose of the same to such persons at such times and on such terms and conditions as they think fit save that shares may only be issued at a discount in manner provided by Section 57 of the Act.

## LIEN.

4. The provisions as to lien contained in Clause 11 of Table A Part I shall apply to fully paid up shares and to all shares registered in the name of any person indebted to the Company whether as sole holder or as one of two or more joint holders and Clause 11 aforesaid shall be modified accordingly.

## TRANSFER OF SHARES.

5. Subject always to the provisions of Clauses 2 and 3 of Table A Part II and to the powers thereby conferred upon the Directors shares shall be transferred in accordance with the following provisions and not otherwise :—

- (i) The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of Shares. The Directors shall not be bound to give any reason for such refusal and shall be bound to refuse to register any transfer of Shares if such registration, when effected, would result in the number of Members of the Company within the meaning of Clause 2 of Table "A" Part II being increased to over 50.
- (ii) Save as aforesaid no share shall be transferred to any person not a member of the Company so long as any member or any person selected by the Directors as being a person whom it is in the interests of the Company to admit to membership is willing to purchase the same at a fair value to be determined in manner hereinafter provided.
- (iii) Save where the transfer is made pursuant to sub-clause (i) hereof any member or other person becoming entitled to a share or shares who desires to transfer any shares in the Company hereinafter called "the vendor") shall give notice in writing (hereinafter called a "sale notice") to the Secretary of the Company of his desire to sell the same, stating in such notice the number and class or classes of shares which he desires to sell. Such sale notice shall constitute the Company the vendor's agent for the sale of such shares to any member or any person selected as provided by sub-clause (ii) hereof at the fair value. A sale notice shall not be withdrawn except with the consent of the Directors.
- (iv) The Directors shall offer the shares specified in any sale notice in the first place to the members other than the vendor as nearly as may be in proportion to the existing shares held by them respectively, the holders of preference and ordinary shares ranking *pari passu* for this purpose. Such offer shall be made in writing and shall limit the

time within which if not accepted in writing it shall be deemed to be refused. Each such offer shall also contain a request to the member to state in his acceptance thereof the maximum number of additional shares if any of each class offered which he is prepared to purchase at the fair value in the event of any member or members failing to accept the offer of shares to him or them in whole or in part and such additional shares shall be apportioned amongst the members offering to purchase the same as nearly as may be in proportion to their respective offers. If the whole of the shares specified in a sale notice shall not be disposed of to members of the Company the Directors may sell such undisposed of shares subject always to the provisions of Clause 2 of Table A Part II to any person selected by them as provided by sub-clause (ii) hereof.

- (v) If the Company shall within twenty-eight days after service upon it of a sale notice find a member or person selected as aforesaid willing to purchase the shares (hereinafter called "the purchaser") and shall give notice thereof to the vendor, the vendor shall be bound upon payment of the fair value to transfer the shares to the purchaser who shall be bound to complete the purchase within ten days after service of such last mentioned notice.
- (vi) In case any difference arises between the Directors and the purchasing Member as to the fair value of a share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator: and accordingly the Arbitration Act, 1889, shall not apply.
- (vii) If the Company shall not within twenty-eight days after service upon it of a sale notice find a purchaser for all or any of the shares specified in such sale notice as hereinafore provided the vendor shall be at liberty subject always to the provisions of Clauses 2 and 3 of Table A Part II at any time within three months thereafter to sell and transfer the shares specified in such sale notice, or such of them as shall not have been placed by the Company, to any person and at any price.
- (viii) The right of a member to transfer all or any of his shares conferred by Clause 23 of Table A Part I shall have effect subject to the restrictions imposed by this Article and by Clauses 2 and 3 of Table A Part II aforesaid.
- (ix) Clause 30 of Table A Part I shall be read and construed as if after the words "or to have some person nominated by him registered as the transferee thereof" were deleted

therefrom and the following words substituted therefor  
 "or to have some person registered as the transferee thereof  
 being a person entitled to be registered as transferee under  
 the provisions of this Article."

#### MEETINGS

6. Every notice calling a meeting of the Company shall state clearly that a member entitled to attend and vote is entitled to appoint a proxy and that such proxy need not be a member of the Company.

7. If under the provisions in that behalf contained in Clause 54 of Table A Part I a meeting is adjourned and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved and Clause 54 aforesaid shall be modified accordingly.

#### DIRECTORS.

8. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than two nor more than five.

9. The first Directors of the Company shall be appointed by the subscribers to the Memorandum of Association.

10. The qualification of a Director shall be the holding of ordinary shares of the Company to the nominal value of £1. A Director may act before acquiring his qualification but must acquire his qualification within two calendar months of the date of his appointment as a Director.

11. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting and shall be divided amongst the Directors as they shall agree or in default of an agreement equally. The Directors shall also be paid all travelling hotel and other expenses reasonably and necessarily incurred by them respectively in or about the business of the Company including any such expenses incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company.

#### BORROWING POWERS.

12. Clause 79 of Table A Part I shall be modified by deleting the proviso therefrom.

#### POWERS AND DUTIES OF DIRECTORS.

13. A Director who has disclosed his interest in accordance with the provisions of Clause 84 (1) of Table A Part I and Section 199 of the Act may vote in respect of any contract or arrangement

in which he is interested and if he shall do so his vote shall be counted and he shall be counted in the quorum present at the meeting of the Directors at which such contract or arrangement is being considered and accordingly Clause 84 of Table A Part I shall be modified by deleting sub-clauses (2) and (4) therefrom.

14. A Director may with the approval of the Directors appoint any other person whether a member of the Company or not to act in his place as a substitute Director and such substitute Director shall whilst his appointment shall continue be entitled to receive notice of and to attend and vote at meetings of the Directors in the place of the Director making the appointment and shall be counted in the quorum of such meetings. Such substitute Director shall not require any qualification or receive any remuneration from the Company and he shall ipso facto vacate office if and when the Director making such appointment ceases for any reason to hold office as a Director or determines the appointment. Any such appointment shall be made or determined by notice in writing under the hand of the Director making the same.

#### DISQUALIFICATION OF DIRECTORS.

15. The office of a Director shall be vacated if he :—

- (a) becomes bankrupt or compounds with his creditors.
- (b) becomes of unsound mind.
- (c) resigns his office by notice in writing to the Company.
- (d) ceases to be a Director by virtue of Section 182 of the Act.
- (e) becomes prohibited from being a Director by reason of any order made under Section 188 of the Act.

#### SECRETARY.

16. The first Secretary of the Company shall be Mr. Ralph Frederick Prior, Chartered Accountant of 76, Priory Road, West Bridgford, Nottingham.

#### NOTICES.

17. Clause 134 of Table A Part I shall be modified by inserting in sub-paragraph (a) thereof after the words "Every member" the words "entitled to attend and vote at such General Meeting."

---

 NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS
 

---

Richard William Baker Ashworth

The Manor House,

Knickling

Watts.

Manufacturer.

Agnes Muriel Ashworth

The Manor House

Knickling

Watts

Married woman

---

Dated the 16th day of March, 1951.

Witness to the above signatures: -

R. L. Linn

J. F. Power

General Manager

Knickling and Watts

Watts

Knickling and Watts



DUPLICATE FOR THE FILE.

No. 493198



## Certificate of Incorporation

I Hereby Certify, That

ERA MANUFACTURING CO., (CURTAINS) LIMITED

is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this ~~Twenty-seventh~~ day of  
~~March~~ One Thousand Nine Hundred and Fifty-one

Registrar of Companies.

Certificate  
received by

*J. S. Lamb*

*Charles Double Ltd.*

Date

*29th Mar 1951*