

THE COMPANIES ACT 1948

REGISTERED

2 APR 1953



A fee.
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2).

Insert the
Name of the
Company.

TRUSWELL & SON
LIMITED.

Presented by

W. L. Highway & Sons,

Solicitors, 22, Newhall Street,

Birmingham, 3.

The Solicitors' Law Stationery Society, Limited
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria St
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 19 & 21 North John Street
5 St. James's Square, Manchester, 2; 75 St. Mary Street, Cardiff; and 157 Hope.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND

I, CYRIL HIGHWAY

of 22, Newhall Street in the City of Birmingham

(a) Here insert:
"A Solicitor of the
"Supreme Court"
(or in Scotland "a
Solicitor") "engaged
"in the formation"

or
"A person named
"in the Articles of
"Association as a
"Director or
"Secretary."

Do solemnly and sincerely declare that I am ("a) a Solicitor of the
Supreme Court engaged in the formation

of Truswell & Son

Limited,

And that all the requirements of the Companies Act, 1948, 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 Birmingham

in the County of Warwick

the 30th day of March

one thousand nine hundred and fifty
three.

Before

for Oaths [or Notary
Justice of

ding and must not be written & ss.

in is reserved

3159

No of Certificate 518298

Form No. 25.

THE COMPANIES ACT, 1948.

Statement of the Nominal Capital²

made pursuant to s. 112 of the Stamp Act, 1891, as amended by the Finance Acts of 1899, 1920 and 1933. (NOTE.—The Stamp Duty on the Nominal Capital to be impressed above is Ten Shillings for every £100 or fraction of £100.)

THE NOMINAL CAPITAL OF.....

WILLIAM TRUSWELL & SON

LIMITED,

is TEN THOUSAND POUNDS Pounds, divided

into Two thousand Ordinary Shares of One Pound each.
Eight thousand Cumulative Preference Shares of One pound each

Signature.....

Description.....

Director

(State whether Director or Secretary)

Dated the 17th day of March 1953

Presented for registration by W.L. Highway & Sons, Solicitors, 22 Newhall Street, Birmingham, 3.

TELEPHONE: HOLBORN 3855 (3 lines).

TELEGRAMS: "DUNTERTYME, ESTUARD, LONDON."

SHAW & BLAKE, LIMITED,

Company Registration Agents, Printers & Stationers,

8, Bell Yard, Temple Bar, London, W.C.2



THE COMPANIES ACT, 1948.



COMPANY LIMITED BY SHARES.

REGISTERED

Memorandum of Association² APR 1953

OF

~~WILLIAM~~ TRUSWELL & SON LIMITED

1. The name of the Company is "~~WILLIAM~~ TRUSWELL & SON 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 the business of Heating Engineers carried on by Cecil Percy How under the style or firm of William Truswell & Son at Colonic Works, Newcastle in the County of Stafford and all or any of the assets and liabilities thereof and for that purpose to enter into and carry into effect with such modifications whether before or after execution as may be agreed upon an Agreement with the said Cecil Percy How in the terms of the draft Agreement which for the purpose of identification has been subscribed by the said Cecil Percy How.
- (b) To carry on business as heating, ventilating and general engineers and as manufacturers, dealers, installers, repairers and fitters of and in heating, cooling and ventilating apparatus, machinery equipment and supplies of every kind, hot and cold water systems, plant, apparatus, accessories, machinery for ventilation, air conditioning, drying and other air treatments of every description and to carry on all kinds of work connected in any way with the business of heating, ventilating, water supply, mechanical, electrical, hydraulic, gas and general engineers and contractors.

- (c) To carry on any other business similar to or complementary to the foregoing businesses or which in the opinion of the Company can be conveniently or profitably carried on in conjunction with or subsidiary to any other business of the Company.
- (d) To buy, take on lease or hiring agreement or otherwise acquire, land or any other property, real or personal, movable or immovable, or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of the Company.
- (e) To take out, apply for and acquire by original grant or by transfer or assignment or otherwise, letters patent, brevets d'invention, licences, concessions, secret processes and inventions and to use and exercise the same or to sell, assign and develop the same or grant licences in respect thereof or otherwise turn the same to the advantage of the Company.
- (f) To erect, construct, alter and maintain buildings, erections and works of all kinds, whether on the property of the Company or not.
- (g) To invest the money of the Company in any manner that the Company may think fit.
- (h) To enter into partnership or joint purse agreement with or to make any agreement or arrangement with any other company, firm or person carrying on business similar or complementary to the business of the Company or any part thereof or to amalgamate with any such company, firm or person.
- (i) To sell the whole or any part of the undertaking of the Company for cash, shares, debentures or any other consideration.
- (j) To acquire by purchase or otherwise and either for cash, shares or debentures in the Company or any other consideration any other business or any interest therein which in the opinion of the Company may be conveniently or profitably combined with the business of the Company.
- (k) To lend money to customers and others and to guarantee the observance and performance of obligations and contracts by customers and others.
- (l) To borrow money and secure the repayment thereof by the creation and issue of mortgages, debentures, debenture stock or other securities.
- (m) To draw, make, endorse, accept, discount and negotiate, bills, notes, warrants and negotiable instruments of all kinds.

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- (n) To remunerate any company, firm or person for services rendered in the promotion of the Company or the issue or placing of the shares, stock, debentures, debenture stock or other obligations of the Company and to pay all expenses incurred in connection with such promotion or the creation, issue and placing of any such shares, stock, debentures, debenture stock or other obligation.
- (o) To grant pensions to employees and ex-employees and Directors and ex-Directors or other officers or ex-officers of the Company their widows, children and dependants and to subscribe to benevolent and other funds for the benefit of any such persons and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object.
- (p) To promote or assist in the promotion of any company having objects similar to or complementary to the objects of the Company and to subscribe, underwrite, buy or hold the shares, stock, debentures, debenture stock or other obligations of such company.
- (q) To promote the Company's interests by advertising its products and services in any manner and in particular to give prizes or gifts to customers or potential customers and to promote or take part in competitions, displays and exhibitions.
- (r) To distribute all or any of the assets of the Company in specie between the members of the Company in accordance with their rights.
- (s) To do all or any other acts and things which in the opinion of the Company may be conducive or incidental to the objects of the Company.
- (t) To do all such things in any part of the world either as principal or agent and either alone or in conjunction with any other person, firm or company.

All of the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of the Company.

4. The liability of the members is limited.

5. The share capital of the Company is £10,000 divided into 2,000 Ordinary Shares of £1 each and 8,000 Cumulative Preference Shares of £1 each.

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
<p><i>Donald Sheehan, Parkdown, Buffery Road Dudley in the County of Worcester, Solicitor's clerk</i></p> <p><i>Laurence Edwin Newman 212 Mansel Road Small Heath Birmingham. 10. Solicitor's clerk</i></p>	<p><i>One</i></p> <p><i>One</i></p>

DATED this *14th* day of *March* 1953.

WITNESS to the above signatures :-

Philip Higginway
Solicitor.
Birmingham. 3.

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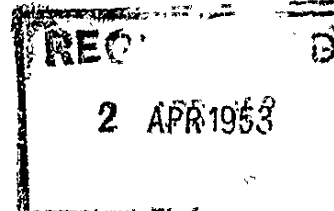
518290



3
THE COMPANIES ACT, 1948.



COMPANY LIMITED BY SHARES.



Articles of Association

OF

WILLIAM TRUSWELL & SON LIMITED

PRELIMINARY

1. The Regulations set out in Table A (Part II) of the First Schedule to the Companies Act, 1948 (hereinafter referred to as "Table A") shall except as hereinafter provided apply to the Company and Regulation 1 of Part I of Table A shall apply to the construction of these Articles.

2. Regulations 40 to 43 (inclusive), 62, 66, 75, 84, 88, 107, 108, 110 and 134 of Part I of Table A and Regulation 3 of Part II of Table A shall not apply to the Company.

3. The Company shall forthwith enter into and carry into effect with or without modification the Agreement referred to in Clause 3 (a) of the Memorandum of Association. No party to such Agreement shall be liable to account to the Company or any person for any profit accruing to him or any loss sustained by the Company or any person arising out of such Agreement by reason of his being a Vendor to or promoter or Director of the Company.

CAPITAL

4. The initial share capital of the Company is £10,000 divided into 2,000 Ordinary Shares of £1 each and 8,000 6% Cumulative Preference Shares of £1 each.

5. The shares of the Company whether forming part of the original capital or of any increased capital may be allotted or otherwise disposed of to such persons and

for such consideration and upon such terms as the Directors may determine subject in the case of any shares forming part of any increased capital to such directions as to the allotment or disposal thereof as may be given by the Company in general meeting at the time of the creation of such shares and subject also to the provisions of Regulation 2 of Part II of Table A.

6. (a) The said Cumulative Preference Shares shall carry a fixed cumulative preferential dividend at the rate of 26 per centum per annum on the capital for the time being paid up or credited as paid up thereon and such dividend shall run as from the 1st day of April, 1953 and shall rank in priority to the Ordinary Shares, but the holders shall not be entitled to any further or other participation in the profits of the Company.

(b) In a winding up the holders of the said Cumulative Preference Shares shall be entitled to have the surplus assets of the Company applied in priority to the Ordinary Shares in the first place in repaying to them the amount paid up or credited as paid up on the said Redeemable Cumulative Preference Shares and in the second place in paying and discharging all arrears of the said cumulative preferential dividend up to the commencement of the winding up, whether such dividend has been declared or not, and whether profits have been made or not, but the holders shall not be entitled to any further or other participation in such surplus assets.

(c) The holders of the said Cumulative Preference Shares shall not be entitled to attend or vote at meetings of the Company unless the dividend on the said shares shall be in arrear for twelve months or more, in which case the said shares shall on a poll confer one vote per share.

(d) The said Cumulative Preference Shares shall be transferable and transmissible according to the provisions of the Articles of Association of the Company.

VARIATION OF RIGHTS

7. If any such separate general meeting as is referred to in Regulation 4 of Part I of Table A shall be adjourned by reason of there being no quorum present and if at the adjourned meeting a quorum shall not be present within half an hour from the time appointed for such adjourned meeting the holders of shares of the class present shall be a quorum.

TRANSMISSION OF SHARES

8. All shares in the Company shall be transferable and transmissible only in accordance with and subject to the conditions following :-

(i) A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but save as aforesaid, no share shall be transferred to a person who

is not a member so long as any member (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership) is willing to purchase the same at par or at the price to be fixed by the Auditors of the Company for the time being (whichever value shall be the lower).

(ii) Subject to sub-clause (i) hereof any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, husband, wife, nephew or niece of such member and any share of a deceased member may be transferred to any such relative as aforesaid of the deceased member or to the executors or administrators of any such deceased member. Any share standing in the name of the trustees of the Will of any deceased member or of a Settlement created by a member or a deceased member may be transferred upon any change of trustees to the trustees for the time being of such Will or Settlement or to a person to whom such member or deceased member would have been entitled to transfer the same.

(iii) Save as aforesaid the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share whether or not it is a fully paid share.

9. The proviso to Regulation 32 of Part I of Table A shall not apply to the Company.

VOTES OF MEMBERS

10. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder.

DIRECTORS

11. The number of Directors shall not be less than two or more than seven and the first Directors of the Company shall be CECIL PERCY HOW and MICHAEL JOHN HOW. The said Cecil Percy How shall hold office until death or resignation or until he shall vacate office under Article 15 and the said Cecil Percy How shall be Chairman until he desires to retire as Chairman.

POWERS AND DUTIES OF DIRECTORS

12. A Director who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in manner required by Section 199 of the Act. A Director may vote in respect of any such contract or proposed contract and if he do so vote his vote shall be counted and he shall be capable of constituting a quorum at any

meeting of the Directors at which any such contract or proposed contract shall come before the Board for consideration.

13. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

14. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as Auditor of the Company.

15. The office of Director shall be vacated if the Director :-

- (a) Ceases to be a Director by virtue of Section 182 of the Act.
- (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) Becomes prohibited from being a Director by reason of any order made under Section 188 of the Act, or
- (d) Becomes of unsound mind, or
- (e) Resigns his office by notice in writing to the Company.

BORROWING POWERS

16. The proviso to Regulation 79 of Part I of Table A shall not apply to the Company.

MANAGING DIRECTORS AND MANAGERS

17. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment. A Director so appointed shall not whilst holding any such office be subject to retirement by rotation or be taken into account in determining the number of Directors to retire by rotation or the rotation of retirement of Directors but his appointment shall subject to the payment to him of such compensation or damages as may be payable to him by reason thereof be automatically determined if he cease from any cause to be a Director.

18. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

SECRETARY

19. The first Secretary shall be appointed at the first meeting of the Directors. Any Secretary for the time being of the Company may subject to the terms of any agreement between him and the Company be removed by the Directors and another appointed in his place. The Secretary may be appointed for such term at such remuneration and on such terms as the Directors may think fit. If at any time there shall be no Secretary or for any reason no Secretary capable of acting the Directors may appoint an assistant or deputy Secretary.

NOTICES

20. Notice of every general meeting shall be given in manner authorised by Table A to every member except those members who are by these Articles disentitled from receiving such notices and those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Some Street, Parkdown, Huddersfield
 Dudley in the County of Worcester
 Solicitor's Clerk

Laurence Edwin Newman
 22 Abchurch Lane
 Small Heath
 Birmingham 10.
 Solicitor's Clerk

DATED this 1st day of March 1953.

WITNESS to the above signatures :-

Ernest Highway
 Solicitor.
 Birmingham 3.

The amendments to the title in the Memorandum
 and Articles of Association have been made
 with the knowledge and consent of the
 subscribers thereto.

W. H. H. H.
 for "Lawrence & Co."

DUPLICATE FOR THE FILE

No. 518298



Certificate of Incorporation

I Hereby Certify, That

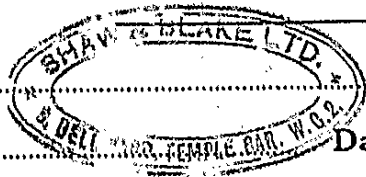
TRUSWELL & SON LIMITED

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

Given under my hand at London this Second day of April One Thousand Nine Hundred and Fifty-three

L. B. (signature)
Registrar of Companies

Certificate
received by



Date 2/4/53