

A 5/-
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)

(SEE FOOTNOTE OVERLEAF.)

NAME OF

COMPANY.....

GOURLAY COMBUSTIONS

LIMITED.

CAT. No. C.F.41.

C511 JS164(U)L

**JORDAN & SONS,
LIMITED**

Company Registration Agents, Printers and Publishers

116, Chancery Lane, W.C.2, and 13, Broad Street Place, E.C.2

Presented by

Glaisyer, Porter & Mason,

Solicitors,

126, Colmore Row,

Birmingham.



I, James Seth-Smith

of 126, Colmore Row, Birmingham.3.

DO solemnly and sincerely declare that I am (☒) [a Solicitor of the Supreme Court engaged in the formation] ~~[a person named in the Articles of Association]~~
and ~~[Director/Secretary]~~,

of

.....Gourlay Combustions.....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 23rd day of May

One thousand nine hundred and Sixty two

before me,

Amne B Stamp
A Commissioner for Oaths (b)

J. Seth-Smith

NOTE.

Section 15 of The Companies Act, 1948.

15.—(1) A Certificate of Incorporation given by the Registrar in respect of any Association shall be conclusive evidence that all the requirements of this Act in respect of registration and of matters precedent and incidental thereto have been complied with, and that the Association is a Company authorised to be registered and duly registered under this Act.

(2) A Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor, engaged in the formation of the Company, or by a person named in the Articles as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

- (a) Delete words not required.
(b) or Notary Public or Justice of the Peace.

This margin to be reserved for binding.

725566

No. OF COMPANY.....

COMPANY HAVING A SHARE CAPITAL.....



Inland
Revenue
Duty Stamp
to be
impressed
here.

NAME OF
COMPANY.....

JOURLAY COMBUSTIONS

LIMITED.

Statement of the Nominal Capital

made pursuant to Section 112 of the Stamp Act, 1891.

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

The Nominal Capital of the above-named Company is £ 500

Signature.....

Date.....

23/5/62

Description.....

Director

This Statement must be signed by an officer of the Company.

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

CAT. No. C.A.25.

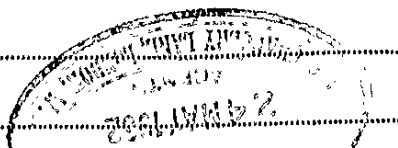
S2741 (R) □

JORDAN & SONS,

LIMITED

Company Registration Agents, Printers & Publishers,
116, Chancery Lane, W.C.2 and 13, Broad Street Place, E.C.2.

Presented for registration by



24 MAY 1962



ANY LIMITED BY SHARES



Memorandum of Association

of 725566

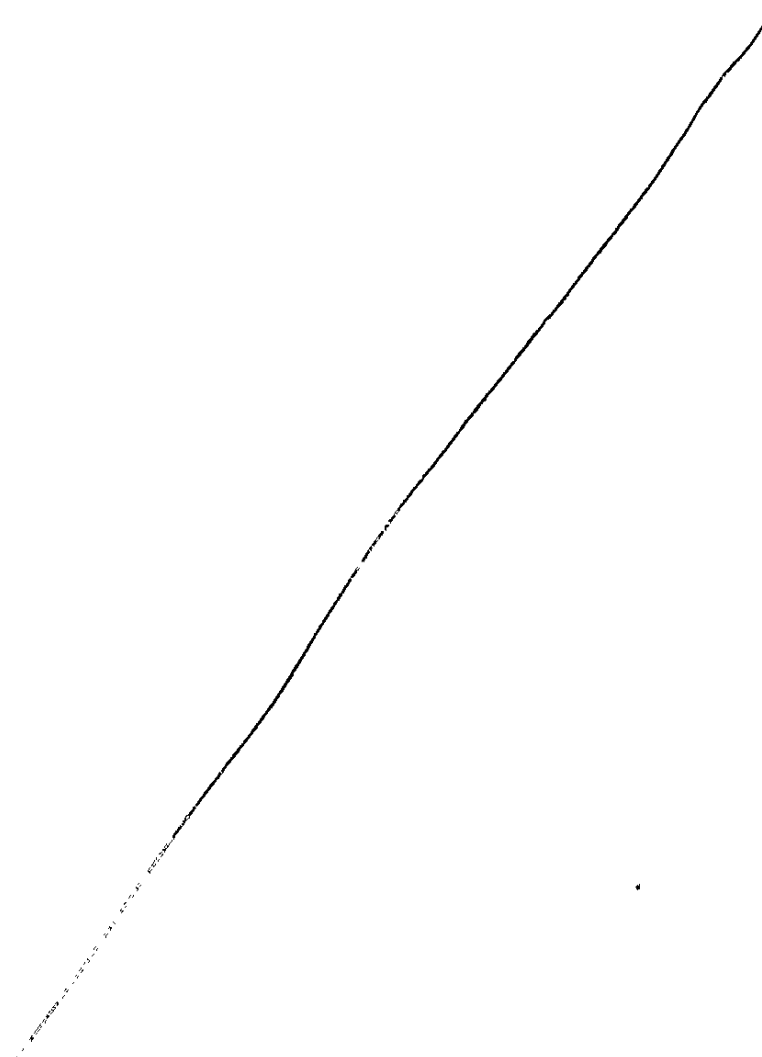
GOURLAY COMBUSTIONS LIMITED.

3
30 MAY 1962

1. The Name of the Company is "GOURLAY COMBUSTIONS LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are:-

(A) To carry on all or any of the businesses of General Heating and Ventilating Engineers and Contractors, Manufacturers, Hirers, Letters on Hire, Maintainers, Installers, Fitters and Repairers of, Agents for, and Dealers in Electrically operated and Oil-fired Heating Apparatus and Central Heating Systems, and Ventilating Air Conditioning and Lighting Plant, Machinery, Equipment and Supplies of all kinds, Installation Specialists, Mechanical, Electrical, Hydraulic, Lighting, Hot Water, Sanitary, Structural and General Engineers and Contractors, Engineering and General Agents, Manufacturers, Repairers, Suppliers and Merchants of and Dealers in Electrical and other Domestic Appliances and Household and Commercial Fittings, Equipment, Machinery and Accessories of every description, Hardware Merchants and Ironmongers, Gas Fitters, Hire Purchase, Insurance and Commission Agents, Builders, Flooring, Roofing and Tiling Contractors, and Contractors for the construction, reconstruction, demolition, repair, decoration and maintenance of buildings and premises of all kinds; Metal Workers, Brokers and Merchants, Wheelwrights, Millwrights, Smiths, Fitters, Machinists, Tube Makers, Manufacturers and Merchants of and Dealers in Oil, Steam, Gas, Electrical and other Engines, and Oil, Steam, Gas and Water Pipe Fitters, Galvanisers, Platers, Annealers, Plumbers, Builders' and Plumbers' Merchants, Carpenters, Joiners, Wood Workers, Painters and Decorators, Motor Vehicle Proprietors, Haulage Contractors, Wharringers, Railway and Forwarding Agents and General Warehousemen, Manufacturers of and Merchants of and Dealers in Heating, Lubricating and other Oils and Petrol, Benzol and other Motor Spirits; to undertake and execute any contracts for the building, installation and repair of all types of heating and ventilating apparatus, or for the supply or use of any machinery, and to carry out any ancillary or other works comprised in such contracts.

24 MAY 1962

- 2
- (B) To buy, sell manufacture, repair and deal in plant, machinery, equipment, appliances, materials, tools and accessories, things of all kinds and of every description 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 (a).

- (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, or for subsidising or otherwise assisting 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

(a) The class of works specially adapted to the business of the Company should be set out by name, and general words should cover other buildings &c. that may be required. The same remarks apply to Sub-Clause (E).

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 apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (N) To enter into any arrangements with any Governments or authorities (supreme, municipal, local, or otherwise), or any companies, firms, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, company, firm, or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions.

- (O) 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.
- (P) 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.
- (Q) 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.
- (R) 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.
- (S) 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 or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, and to the wives, widows, children, and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support, and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children, and other relatives and dependants.
- (T) 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 (r).

- (u) 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.
- (v) 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.
- (w) To procure the Company to be registered or recognised in any part of the world.
- (x) 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 £500, divided into *Five Hundred* Shares of £1— each.

(a) This power is very useful either for starting subsidiary companies or for allowing the formation of a new company in case of a reconstruction. The power to promote companies generally should only be taken by a Finance Company.

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.	No. of Shares taken by each Subscriber.
<p><i>George A. Bondary</i></p> <p><i>116 Chancery Lane,</i> <i>London, W. C. 2.</i> <i>Assistant Manager.</i></p> <p><i>W. C. Keen</i></p> <p><i>116 Chancery Lane</i> <i>London W.C. 2</i> <i>Assistant Manager</i></p>	<p><i>One</i></p> <p><i>One</i></p>
TOTAL SHARES TAKEN.	<i>Two.</i>

Dated this *23rd* day of *May* 19*62*

Witness to the above Signatures :-

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

The Companies Act, 1948.

Company Limited by Shares.

Memorandum of Association.

of

Gourlay Combustions Limited.

A private Company registered without Articles of Association and accordingly the Regulations contained in Part II of Table A in the First Schedule to the Companies Act, 1948, shall apply to the Company.

George A. Gourlay

Subscribers
to the
Memorandum.

23rd May 1962

Number of Company: 725566



THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES.

(Copy)

SPECIAL RESOLUTION
(Pursuant to The Companies Act, 1948, Sections 10 and 141)

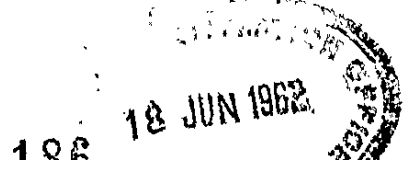
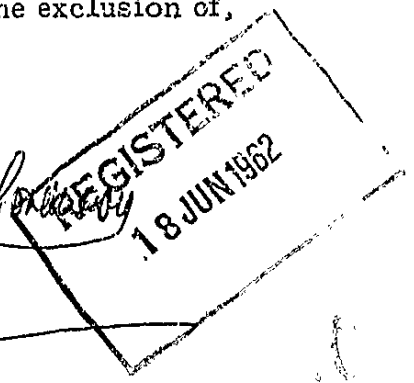
of
GOURLAY COMBUSTIONS
LIMITED.

Passed the 30th day of May , 1962 .

At an Extraordinary General Meeting of the above-named
Company, duly convened, and held on the 30th day of
May , 1962 , the following SPECIAL RESOLUTION
was duly passed:-

That the new Articles of Association already approved
by this Meeting, and for the purpose of identification
subscribed by the Chairman thereof, be and the same
are hereby adopted as the Articles of Association of
the Company in substitution for, and to the exclusion of,
all the existing Regulations thereof.

George A. [Signature]
CHAIRMAN.



COMPANY LIMITED BY SHARES

Articles of Association

OF

GOURLAY COMBUSTIONS LIMITED.

(Adopted by Special Resolution passed on the
30th day of May, 1962).

PRELIMINARY.

1. The regulations contained in Part I of Table A in the First Schedule to The Companies Act, 1948 (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, Clauses 24, 53 and 75 in Part I of Table A shall not apply to the Company; and in addition to the remaining Clauses in Part I of Table A, as varied by these Articles, the following shall be the regulations of the Company.

2. The Company is a Private Company and Clauses 2, 3, 4, 5 and 6 (but not Clause 1) in Part II of Table A shall also apply to the Company.

SHARE CAPITAL AND SHARES.

3. The original Share Capital of the Company is £500 divided into Five Hundred Shares of £1 each.

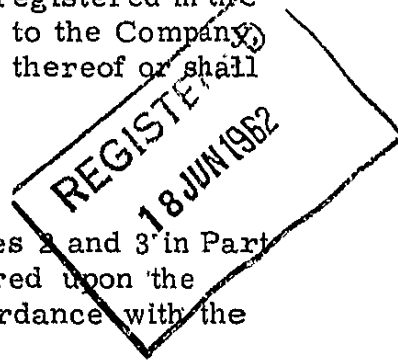
4. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.

5. The lien conferred by Clause 11 in Part I 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.

TRANSFER OF SHARES.

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

(i) A Share may be transferred by any Member to his or her father or mother or any lineal descendant of such father or



mother or to his or her son-in-law, daughter-in-law, wife or husband as Beneficial Owner thereof and a Share of a deceased Member may be transferred by his personal representatives to the widow, widower of any such relative as aforesaid being a specific legatee thereof or entitled thereto or to the proceeds of sale thereof as residuary legatee or on the intestacy of such deceased Member and Shares standing in the names of the trustees of the Will or Estate of any deceased Member may be transferred upon any change of trustees to the new trustees.

(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 elected 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 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 in Part II of Table A 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 in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator: and accordingly the Arbitration Act, 1950, 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 hereinbefore provided the Vendor shall be at liberty subject always to the provisions of Clauses 2 and 3 in Part II of Table A 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 in Part I of Table A shall have effect subject to the restrictions imposed by this Article and by Clauses 2 and 3 in Part II of Table A aforesaid.

(ix) Clause 30 in Part I of Table A shall be read and construed as if 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".

GENERAL MEETINGS.

7. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of The Companies Act, 1948, as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.

8. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".

VOTES OF MEMBERS.

9. If at any General Meeting a poll is duly demanded on a resolution to remove a Permanent Director from office, such

Permanent Director shall on the poll being taken be entitled to ten votes for each Share of which he is the holder; and Clause 82 in Part I of Table A shall be modified accordingly. Any motion for the removal of two or more Permanent Directors from office shall be submitted to the Meeting as a separate resolution in respect of each of such Directors.

DIRECTORS.

10. 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.

11. The following persons shall be the first Directors of the Company:

Michael John How,
Peter Cecil How and
~~Arthur Hogarth.~~ JACK ALDRIDGE.

12. Clause 79 in Part I of Table A shall be read and construed as if the proviso to such Clause were omitted therefrom.

13. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.

WINDING UP.

14. 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 first be applied in repaying to the Members the amounts paid or credited as paid on the Shares held by them respectively, and the balance (if any) shall be distributed among the Members in proportion to the number of Shares held by them respectively: Provided always that the provisions hereof shall be subject to the rights of the holders of Shares (if any) issued upon special conditions.

George A. Roseman
Chairman.

DUPLICATE FOR THE FILE.

No. 725566



Certificate of Incorporation

I Hereby Certify, that

GOURLAY COMBUSTIONS LIMITED

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

Given under my hand at London this Thirtieth day of
May One thousand nine hundred and sixty two.

L. S. Whitfield.
Assistant Registrar of Companies.

Certificate
received by }

Date