

Harold *Cresham* COMPANY, LIMITED.

STATEMENT of the Nominal Capital made pursuant to s. 11 of 51 Vict.,
8, Customs and Inland Revenue Act, 1888. (NOTE.—The Stamp Duty on the
inal Capital is Two Shillings for every £100 or fraction of £100.)

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

ted for registration by

David S. S.

19 Pall Mall East



The NOMINAL CAPITAL of the Maidy & Co

Company, Limited,

is £ 10,000, divided into 200 shares of £ 50

each.

Signature

W. & Sons
19 Pall Mall East St
Agents for Crompton & Co
Manchester

Description

Directors

Date

15 Nov-1892

This statement should be signed by an Officer of the Company.

THE COMPANIES ACTS, 1862 to 1890.

COMPANY LIMITED BY SHARES.

Memorandum

AND

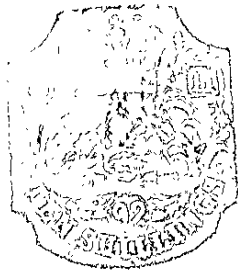
Articles of Association

OF

HEATLY & GRESHAM
LIMITED.

GROFTON AND CRAVEN,

SOLICITORS, MANCHESTER.



THE COMPANIES ACTS, 1862 to 1890.

COMPANY LIMITED BY SHARES.



Memorandum of Association
OF
HEATLY & GRESHAM LIMITED.

1. The name of the Company is "Heatly & Gresham 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 purchase, make, sell or otherwise deal in punkahs or other machines apparatus and appliances for putting air into motion, or creating currents of air for any purpose whatever, and to make stoves, lamps, boilers, motors and machinery of all descriptions, for the purpose of working such punkahs, apparatus or appliances.

- (b) To carry on the business of mechanical engineers, machine and engineering tool makers, boiler makers, ironfounders, brassfounders, millwrights and metal workers; and to buy, sell, manufacture, repair, convert, let on hire and deal in machinery, rolling stock, iron, steel, metal implements, tools, utensils and conveniences of all kinds.
- (c) To manufacture, purchase, adapt, prepare, use, sell or otherwise deal in any materials, machinery, apparatus, appliances, articles or things required for or in connection with or incidental to the manufacture, use, purchase, sale, preparation, working or adaptation of or other dealing in punkahs, and the other articles and things mentioned in clauses (a) and (b) hereof.
- (d) To accept, conduct and carry on agencies for the sale in India, or any other country, of any machinery, rolling stock, iron, steel, metal implements, tools, utensils and conveniences of all kinds, and any other agencies which can be conveniently carried on in connection with the business of the Company.
- (e) To purchase or otherwise acquire any Patents under the Great Seal of the United Kingdom which now are, or may be hereafter, granted for any invention, or to acquire the right to use, exercise or vend any invention.
- (f) To purchase or otherwise acquire any inventions and Letters Patent, or other similar privileges, rights or concessions in connection therewith, or in connection with the right to use, exercise and vend any such inventions as aforesaid in any foreign countries, European or otherwise, or in any English colony or dependency, or to acquire any interest therein.
- (g) To take out patents or other similar privileges, rights, or concessions, for any invention or any modification

or extension thereof, or otherwise conducing to the advantage of the Company.

- (h) To introduce, work, manufacture and develop the aforesaid inventions and Patents, or other similar privileges, rights or concessions, or any of them, and to trade in the patented articles or any of them either as manufacturers thereof, or to employ others to manufacture for the Company.
- (i) To acquire licenses to work and use any invention which the Company is authorised to purchase or acquire.
- (j) To grant licenses, either exclusive or otherwise, under any patents or other similar privileges, rights or concessions belonging to the Company.
- (k) To acquire either by purchase, or upon lease, or otherwise, any property real or personal, which the Company may require for the purpose of carrying on the business of the Company.
- (l) To institute, conduct, defend, compromise and abandon any legal proceedings by or against the Company or its officers, and otherwise concerning the affairs of the Company.
- (m) To borrow for the purposes of the Company on mortgage of its property or otherwise, or on any part thereof, and either including any part of the capital of the Company called or uncalled, or not, or on any bond or debenture or mortgage debenture payable to bearer or otherwise, or on all or any of such securities, and at such interest and generally upon such terms in every respect as the Company shall think fit, any sum or sums of money and to re-borrow on mortgage, bond, debenture, or mortgage debenture, or on all or on any part of such securities, any sums theretofore borrowed on such securities or any of them.

- (n) To issue mortgages, bonds, debentures, or mortgage debentures as aforesaid, on such terms and conditions and with or without power of sale and other powers as the Company shall think fit, and either as security for money lent, or in payment or part payment of or as security for any moneys payable by the Company, or for any other consideration whatsoever.
- (o) To sell, exchange, let, or underlet, assign, or dispose of either absolutely or conditionally for such consideration in money or shares or of any other nature, and generally on such terms in every respect as the Board shall think fit, all or any of the property of the Company.
- (p) To enter into any arrangements with any Governments or authorities supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such Government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.
- (q) To do all such other things as are incidental or conducive to the attainment of the above objects.

4. The liability of the members is limited.

5. The capital of the Company is £10,000 divided into 200 shares of £50 each, and the Company shall have power to increase its capital by the creation and issue of new shares, and to issue preference and guaranteed shares as part or as the whole of the original or increased capital or otherwise as may be determined by a special resolution of the Company.

List of Signatures &c.

James Fresham, Oak Bank Stretford, Engineer

Harry Heathy, 98 Cecil Street Manchester, Engineer

Harry Fresham, Oak Bank Stretford, Engineer

Frank Fresham, D^o D^o

Ada Heathy, 98 Cecil Street Manchester, Married Woman

William Henry Heathy, 98 Cecil Street Manchester, Woollem Agent

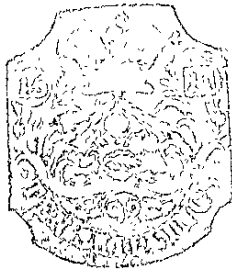
Wida Heathy Heathy, 98 Cecil Street Manchester, Spinster

Dated the 14th day of November, 1899.

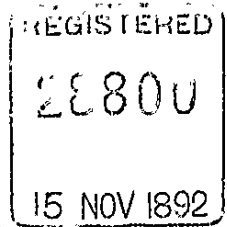
We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association; and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names:—

Names, Addresses, and Descriptions of Subscribers.	Number of Shares taken by each Subscriber.	Witness to each Signature.
James Frohman Oak Bank Streetford Engineer	one	James Craven. Solicitor Manchester
Harry Heath 98 Cecil St. Manchester Engineer	one	James Craven
Harry Gresham Oak Bank Streetford Engineer	one	James Craven
Frank Gresham Oak Bank Streetford Engineer	one	James Craven
Idah Heath. 98 Cecil Street Manchester. Married woman.	one	James Craven
William Henry Heath 98 Cecil Street Manchester	one	James Craven
Gooden Agent —	one	James Craven
Lida Heath 98 Cecil Street Manchester. Spinster.	one	

Dated the 14th day of November, 1892.



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Articles of Association
OF
HEATLY & GRESHAM LIMITED.

1. Article 10 of Table A shall not apply.
2. The Directors may decline to register any transfer of shares upon which the Company has a lien, and, in case of shares not fully paid up, may refuse to register a transfer to a transferee without assigning any reason therefor.
3. A fee not exceeding 2s. 6d. may be charged for each transfer.
4. The Company shall have a first and paramount lien upon all the registered shares or registered stock of each member for his debts, liabilities, and engagements solely or jointly with any other person to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not.
5. For the purpose of enforcing such lien, the Directors may sell the shares or stock subject thereto without any notice to or consent by the holder of such shares or stock or any other person, but no sale shall be made unless and until default be made in the payment, fulfilment, or discharge of such debts, liabilities, or engagements.
6. The net proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such member or his representatives.
7. A certificate in writing under the hands of two of the

Directors and countersigned by the Secretary that the last-mentioned power of sale has arisen and is exercisable by the Company under these presents shall be conclusive evidence of the facts therein stated.

8. Upon any such sale the Directors or any two of them may execute a transfer of such shares or stock to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such shares or stock.

9. Article 26 of Table A shall not apply.

10. The Board may, with the sanction of a special resolution of the Company previously given, from time to time increase its capital by the issue of new shares (either ordinary or preference, or guaranteed, or partly of two or more of such classes respectively) every such issue respectively to be of such aggregate amount, subject to such amount and intervals of calls and to be divided into shares of such amounts respectively, and to be entitled to such dividend by way of preference or guarantee or otherwise, and with such special privileges attached thereto or otherwise respectively, as the Company may in that behalf by any special resolution direct, or, if no direction be given, as the Board may think expedient.

11. The Company may from time to time by special resolution modify the conditions contained in its Memorandum of Association so as to reduce its capital by extinguishing any shares, stock, or debentures, or otherwise, or by reducing the nominal amount of all or any of its shares or otherwise to such an extent and in such manner as the Company shall from time to time by special resolution determine.

12. Upon any resolution for reduction of the capital being duly passed, the Board may apply to the proper Court for an order confirming the reduction, and may do all things which they may be advised are expedient or necessary for obtaining such order, and for otherwise giving full effect to such resolution.

13. If within half an hour from the time appointed for a

general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, and Article 38 of Table A shall be modified accordingly.

14. Article 40 of Table A shall not apply.

15. If there is no Chairman of the Board of Directors, or if at any general meeting of the Company he is not present within ten minutes after the time appointed for holding the meeting, the members present shall choose some one of their number to be Chairman.

16. The Company may from time to time, by special resolution, borrow at their discretion from the Directors, or Members, or from other persons, firms, Societies, or Corporations any sum or sums of money for the purposes of the Company, and may raise or secure the repayment of such moneys or any bonus thereon in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or bonds of the Company, or by mortgage, or charge of all or any of the real or personal property, assets or credits (including uncalled capital) of the Company or otherwise.

17. The first general meeting shall be held within four months after the incorporation of the Company, and Article 29 of Table A shall be modified accordingly.

18. The quorum for a general meeting shall be three members, and Article 37 of Table A shall be modified accordingly.

19. The number of the Directors shall not be less than three nor more than seven, and Article 52 of Table A shall be modified accordingly. The quorum for a meeting of Directors shall be two, and Article 66 of Table A shall be modified accordingly. The qualification of a Director shall be the holding of not less than five shares in his own right and being solely registered as the owner thereof, and his office shall be vacated if he cease to hold such number.

20. Every member shall have one vote for every share in the Company, and Article 44 of Table A shall be modified accordingly.

21. The office of Director shall not be vacated by reason of the holder thereof being the Vendor or one of the Vendors to the Company of any invention, patent, or other similar privilege, right, or concession or being in any wise interested in any sale or licence thereof to the Company, or in the manufacture of any patented article in which the Company is, by purchase or otherwise, interested or being employed by the Company in any capacity whatever, and Article 57 of Table A shall be modified accordingly.

22. The Directors may from time to time pay to the members on account of the next forthcoming dividend such interim dividends as in their judgment the position of the Company justifies.

23. If any casual vacancy occurs in the office of Auditor, the Directors may fill it up.

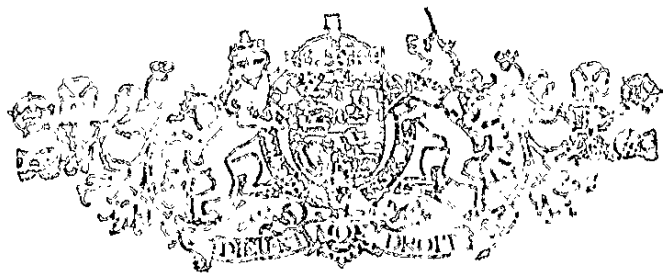
24. Articles 90 and 91 of Table A shall not apply.

25. Every holder of registered shares or registered stock, whose registered place of abode is not in the United Kingdom, shall from time to time notify in writing to the Company some place in England to be called his address for service, and any notice may be served by the Company upon such member by sending it through the post in a prepaid letter addressed to him at his address for service. Until such notification shall have been given, the office of the Company shall be deemed to be the address for service of such member.

26. The Directors shall provide for the safe custody of the seal, and such seal shall not be used except by the authority of the Board. Every deed sealed by the Company shall be countersigned by the Secretary, or (in case of his unavoidable absence) by some other officer, to be appointed by the Board in his place for that purpose.

27. The Company may exercise the powers given by the Companies Seals Act, 1864.

DUPLICATE FOR THE FILE.



VI. 2500

Certificate of Incorporation

OF THE

Heathly & Gresham, Limited.

I hereby Certify, That the
Heathly & Gresham, Limited,

is incorporated under the Companies' Acts, 1862 to 1890, and that the Company is **Limited**.

on under my hand at London this *Fifteenth* day of *November*, One
and Eight Hundred and Ninety *Two*.

Deed Stamps £ *7 10*.

Duty on Capital £ *10*.

Registrar of Joint Stock Companies.

is received by...

Lark & Sons
19 Pall Mall East SW.

Date

17 Nov 1892

SEE BACK