

Number of
Certificate 129537

Form No. 41.

"THE COMPANIES (CONSOLIDATION) ACT, 1908."

Declaration of Compliance

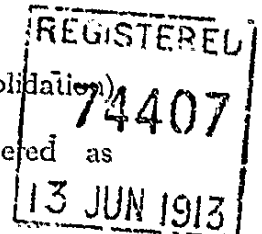


A
Companies
Fee Stamp
of 5s.
sh. sh. to be
impressed
here

WITH THE

REQUIREMENTS OF THE COMPANIES
(CONSOLIDATION) ACT, 1908

Made pursuant to Section 17, Sub-Section 2, of The Companies (Consolidation)
Act, 1908, on behalf of a Company proposed to be Registered as



J T Rothwell and company,

LIMITED.

(See Page 2 of this Form.)

27331-12.12.

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE NUMBER: 246 HOLBORN

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers,
116 & 117 CHANCERY LANE, LONDON, W.C.

Presented for filing by



2/12

I John William Booth
of 21 Union Road Oswaldtwistle in the County
of Lancaster

ss.
*Here insert--
"A Solicitor
of the High
Court en-
gaged in the
formation,"
or "A person
in the
of
iation
ector (or
retary)."

Do solemnly and sincerely Declare that I am* a Solicitor of the
High Court engaged in the formation of "J. J.
Rothwell and Company".

is reserved for binding, and must not

LIMITED,

and that all the requirements of The Companies (Consolidation) Act, 1908,
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.

NOTE.— Declared at Oswaldtwistle
in the County of Lancaster

the 11th day of June

one thousand nine hundred and thirteen,

before me,

Benjamin H. Westwell
A Commissioner for Oaths.

J. W. Booth.

Number of
Certificate: 129537/V .

Form No. 25.

THE STAMP ACT, 1891, and THE FINANCE ACT, 1899.

COMPANY LIMITED BY SHARES.

Statement of the Nominal Capital

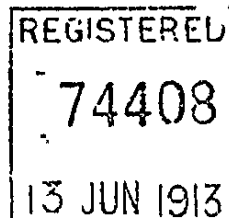
OF

J. T. Roswell and Company,

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891, as
amended by Section 7 of The Finance Act, 1899.

(See Page 2 of this Form.)



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

TELEGRAMS: "CERTIFICATE, LONDON."

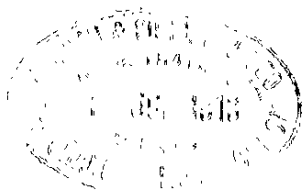
TELEPHONE NUMBER: 246 HOLBORN.

JORDAN & SONS, LIMITED,

Company Registration Agent, Printers, Publishers, and Stationers,

116 & 117 CHANCERY LANE, LONDON, W.C.

Presented for filing by



THE NOMINAL CAPITAL

OF

J. G. Rothwell and Company,

LIMITED,

is *Two thousand* _____ Pounds,

divided into *Two thousand* _____ Shares

of *One pound* each.

Signature *Charles Woods*

Description..... *Secretary*

Dated the *11th* day

of *June* 191*3*,

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

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

129567

"The Companies (Consolidation) Act, 1908."

COMPANY LIMITED BY SHARES.

Memorandum of Association
OF
and
J. T. Rothwell & Company, Limited.



1. The Name of the Company is "J. T. ROTHWELL and 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 Boiler Makers and Repairers, Iron Founders and Engineers, now carried on by JOHN THOMAS ROTHWELL, at the Bridge Street Boiler Works, Church, in the County of Lancaster, together with the whole of the property and assets of the proprietor 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 JOHN THOMAS ROTHWELL of the one part and the above-named Company of the other part, a copy whereof has, for the purpose of identification, been subscribed by John William Booth, a Solicitor of the Supreme Court.



- (b) To carry on, either in connection with the business aforesaid or as distinct and separate businesses, the business or businesses of Boiler Makers and Repairers, Ironfounders, Mechanical Engineers, Engineers and Manufacturers of Agricultural Implements and other Machinery, Tool Makers, Brass Founders, Metal Workers, Millwrights, Machinists, Iron and Steel Converters, Smiths, Woodworkers, Builders, Painters, Metallurgists, Electrical Engineers, Water Supply Engineers, Gas Makers, Farmers, Printers, Carriers, General Merchants, and Warehousemen; and to buy, sell, manufacture, repair, alter and exchange, let on hire, export, and deal (both wholesale and retail) in commodities, articles, and things of all kinds which can conveniently be dealt in by the Company in connection with any of the before-mentioned businesses, and in plant, machinery, apparatus, tools, and things likely to be required in connection with any of the businesses carried on by the Company, and 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, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (c) To carry on any business relating to the winning and working of minerals, the production and working of metals, and the production, manufacture, and preparation of any other materials which may be usefully or conveniently combined with the engineering or manufacturing businesses of the Company, or any contracts undertaken by the Company, and either for the purpose only of such contracts or as an independent business, and to undertake and execute any contracts for works involving the supply or use of any machinery, and to carry out any auxiliary or other works comprised in such contracts.
- (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, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, 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, factories, mills, offices, 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 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, licenses, 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 licenses 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 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, 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 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 and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company.
- (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 interest 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 conducted 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, whether 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.
- (p) To pay all or any expenses incurred in connection with the formation, promotion, 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 procure the Company to be registered or recognised in any Colony or Dependency and in any Foreign Country or Place.
- (r) To promote any other company for the purpose of acquiring all or any of the 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 undertaking 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.

4. The Liability of the Members is Limited.

5. The Share Capital of the Company is Two Thousand Pounds, divided into Two Thousand Shares of One Pound each. The Company has power from time to time to increase or reduce its Capital, and to issue any Shares in the original or increased Capital with preferred, deferred, or other special rights, or such restrictions, whether in regard to Dividend, voting, return of Capital, or otherwise, as the Company may from time to time by Special Resolution determine: Provided always that if and whenever the Capital of the Company is divided into Shares of different classes the rights and privileges of any such class (unless otherwise provided by the terms of issue of the Shares of such class) may be varied with the consent in writing of the Holders of three fourths of the issued Shares of such class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the Holders of the Shares of that class. At every such separate General Meeting the quorum shall be two persons at least, holding or representing by proxy one third of the issued Shares of such class.

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.
John Thomas Rathwell 18 West Bank Ave. Jgtham Gentleman	Two Hundred & Fifty
William Rothwell 243 Burnley Road. Accrington Colorist	Two Hundred and Fifty
Margaret Annie Rothwell 18 Lister St. Accrington Widow.	Two hundred and fifty.

Dated the 10th day of June, 1913.

Witness to the above Signatures—

J. W. Booth.

Solicitor.

Oswaldtwistle.

120537

"The Companies (Consolidation) Act, 1908."

COMPANY LIMITED BY SHARES.

Articles of Association

and^{OF}

J. T. Rothwell & Company, Limited.



PRELIMINARY.

1. The Regulations contained in Table A in the First Schedule to The Companies (Consolidation) Act, 1908 (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 2, 5, 35 to 40, 46, 68, 70, 73, 77, 108, 111, and 114 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 first business of the Company shall be to acquire the business and undertaking of Boiler Makers and Repairers, Iron-founders and Engineers, referred to in Clause 3, Sub-Clause (a), of the Memorandum of Association, and, for the purpose of so doing, the Directors shall forthwith take into consideration and, if approved of, shall adopt on behalf of the Company, either with or without modification, the Agreement referred to in the said Clause 3, Sub-Clause (a), of the Memorandum of Association. The Company is formed on the basis that the said Agreement shall be adopted with or without modification as aforesaid, and no objection shall be taken to the said Agreement, nor shall any Promoter or Director 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 the Vendor to the Company or otherwise



2-15



interested in the said Agreement, or by reason of the purchase consideration having been fixed by the Vendor 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, and to have assented to all the terms thereof.

3. It shall be lawful for the Company to pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any Shares in the Company to any amount not exceeding Two Shillings per Share.

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

5. The number of the Members of the Company (exclusive of persons who are in the employment of the Company) shall not at any time exceed fifty.

TRANSFER OF SHARES.

6. The Directors may, in their absolute and uncontrolled discretion, refuse to register any proposed transfer of Shares, and Clause 20 of Table A shall be modified accordingly.

BORROWING POWERS.

7. The Directors may raise or borrow money for the purposes of the Company's business, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled or unissued Capital, and may issue Bonds, Debentures, or Debenture Stock, either charged upon the whole or any part of the assets and property of the Company or not so charged, but so that the whole amount so borrowed or raised and outstanding at any one time shall not, without the consent of the Company in General Meeting, exceed the amount of the subscribed Share Capital of the Company, which for this purpose shall include any Shares issued as fully or partly paid up.

GENERAL MEETINGS.

8. The Annual General Meeting of the Company shall be held in the month of June or July in each year at such time and place as the Directors shall appoint. In default of a General Meeting being so held, a General Meeting may be convened, to be held at any time during the next succeeding month, by any two Members in the same manner as nearly as possible as that in which Meetings are to be convened by the Directors.

9. The quorum for a General Meeting shall be two Members personally present, and Clause 51 of Table A shall be modified accordingly.

VOTES OF MEMBERS.

10. A poll shall be taken whenever demanded by two Members together holding or representing by proxy not less than one tenth of the Capital of the Company for the time being issued, and Clause 56 of Table A shall be read as if this power to demand a poll were substituted for the powers therein contained.

DIRECTORS.

11. Unless otherwise determined by General Meeting the Directors shall not be less than two nor more than five.

12. The first Directors of the Company shall be JOHN THOMAS ROTHWELL, WILLIAM ROTHWELL, and MARGARET ANNIE ROTHWELL, and they shall hold such office during their respective lives, or until they become disqualified from any of the causes specified in Article 15 hereof.

13. There shall be added to Clause 85 of Table A the words "Provided always that the total number of Directors shall not at any time exceed the maximum hereinbefore mentioned."

14. The qualification of every Director shall be the holding, in his own right and as sole holder, of Shares or Stock of the Company to the nominal value of not less than Two Hundred and Fifty Pounds. A first Director may act before acquiring his qualification, but shall in any case acquire his qualification within one month of being appointed a Director; and if such qualification shall not have been otherwise acquired within the time aforesaid he shall be deemed to have agreed with the Company to take from the Company

so many Shares as shall be necessary to make up with the Shares or Stock (if any) which he then holds the amount of his said qualification, and his name shall be entered in the Register of Members accordingly.

DISQUALIFICATION OF DIRECTORS.

15. 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 or be found a lunatic.
- (c) If he be convicted of an indictable offence.
- (d) If he cease to hold the necessary qualification in Shares or Stock, or do not obtain the same within one month from the date of his appointment.
- (e) If he absent himself from the Meetings of Directors for a period of six months without special leave of absence from the other Directors.
- (f) If he give the Directors one 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 Directors 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.

16. A Director may enter into contracts or arrangements or have 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 Board at or before the time when such contract, arrangement, or dealing is determined upon his interest therein, or, if such interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest. A Director may be employed by the Company upon such terms as to remuneration and otherwise as the Company may determine.

MANAGING DIRECTOR.

17. The Directors may from time to time entrust to and confer upon the Managing Director or Managing Directors 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 powers by the Managing Director or Managing Directors 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.

SEAL.

18. The Seal of the Company shall not be affixed to any instrument except in the presence of two Directors, who shall sign every instrument to which the Seal is so affixed, and Clause 76 of Table A shall be modified accordingly.

NOTICES.

19. Where a notice is sent by post, it shall be deemed to have been served at the expiration of twenty-four hours after it was posted, and Clause 110 of Table A shall be modified accordingly.

20. 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.

21. With the sanction of an Extraordinary Resolution of the Shareholders any part of the Assets of the Company, including any shares in other companies, may be divided between 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.

John Thomas Rothwell
 18 West Bank Ave. Lyttam
 Gentleman

William Rothwell
 240 Bursley Road Accrington
 Colonel

Margaret Annie Rothwell
 18 Lister St. Accrington
 Widow.

Dated the 10th day of June, 1913.

Witness to the above Signatures—

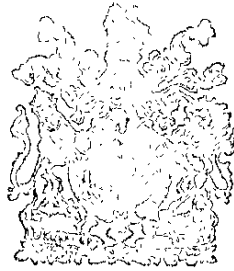
W. Booth.

Solicitor

Oswaldtwistle

DUPLICATE FOR THE FEE.

N. 129567



Certificate of Incorporation

I Hereby Certify, That the
J. T. Rothwell and company, Limited

is this day Incorporated under the Companies (Consolidation) Act, 1908, and that the Company
is **Limited**.

Given under my hand at London this *Thirteenth* day of *June*
One Thousand Nine Hundred and *thirteen*

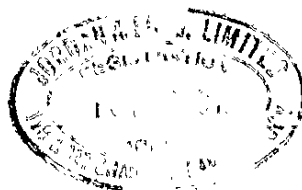
Fees and Deed Stamps £ *3-10-0*

Stamp Duty on Capital £ *5-0-0*

H. B. Little
Assistant Registrar of Joint Stock Companies.

Certificate received by *W. H. Lase*

Sci



Date