

DUPLICATE FOR THE FILE.

No. 367171



# Certificate of Incorporation

I Hereby Certify, That

ALAMANT BOILER SETTINGS LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at ~~London~~ <sup>Llanudno</sup> this sixteenth day of May One Thousand Nine Hundred and forty-one.

Registrar of Companies.

Certificate received by

*Regd Post*

Date 21-5-41

Number of  
Company

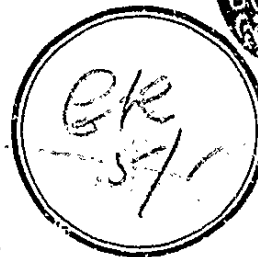
307171 \

[Form No. 41.

"THE COMPANIES ACT, 1929."



Companies  
Registration  
Fee Stamp  
of 5s.  
must be  
impressed  
here.



Declaration of Compliance

WITH THE

REQUIREMENTS OF THE COMPANIES ACT, 1929.

Made pursuant to Section 15, Sub-Section 2, of the Companies Act, 1929,  
on behalf of a Company proposed to be registered as

REGISTERED

16 MAY 1941

*Admiralty Boiler Settings*

Limited,

(See Page 2 of this Form).

HUTTON, HARTLEY & Co. Ltd.,

Legal and Commercial Manufacturing Stationers, Printers, Lithographers,  
Relief Stampers and Account Book Makers,

Palatine Buildings, 62 Victoria Street,

MANCHESTER 3.

TELEPHONE No. 1  
BLACKFRIARS 0801.

Presented by

*Frank Wheelwright*

*6, Brown Street,  
Manchester*



William Thornley

of 54, Bolton Road, Keassey, in the County of Lancashire  
Supt Builder.

H.P.H.

Do solemnly and sincerely Declare that I am\* a person named

in the Articles of Association as a Director of

Adamant Bales Setting 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, 1835."

Declared at Manchester in the  
County of Lancashire

the 12 day of May

One thousand nine hundred and forty one

before me,

Harold P. Sandman

A Commissioner for Oaths (or Notary  
Public or Justice of the Peace).

H.P.H.

William Thornley

NOTE.—This margin is reserved for binding, and must not be written across.  
\*Here insert "A Solicitor of the Supreme Court or in Scotland" an Enrolled Law Agent" engaged in the formation of or "A person named in the Articles of Association as a Director (or Secretary) of."

18

Number of  
Certificate

307181

[Form No. 25.]

THE STAMP ACT, 1891 AND THE FINANCE ACT, 1933.

COMPANY LIMITED BY SHARES.



Duty at the rate of 10/- for every £100 must be impressed here.

Statement of the Nominal Capital

OF

REGISTERED

16 MAY 1941

*Adams Borden Selting*

**Limited,**

Pursuant to Section 112 of the Stamp Act, 1891;  
as amended by Section 41 of the Finance Act, 1933.

(See Page 2 of this Form.)

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

**HUTTON, HARTLEY & Co. Ltd.,**

Legal and Commercial Manufacturing Stationers, Printers, Lithographers,  
Relief Stampers and Account Book Makers,

Palatine Buildings, 62 Victoria Street,

**MANCHESTER 3.**

TELEPHONE No. 1  
BLACKFRIARS 0801.

Presented by

*Frank Wheatcroft*

*6, Brown Street,*

*Manchester 2*



# THE NOMINAL CAPITAL

OF

*Adamant Bond Letters* LIMITED,

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

is *One thousand* Pounds

divided into *one thousand* Shares

of *one pound* each.

Signature *William Thorneley*

Description *Director*

Dated the *12<sup>th</sup>* day

of *May* 19*41*.

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



307171



THE COMPANIES ACT 1929

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- OF -

ADAMENT BOILER SETTINGS LIMITED.

REGISTERED

\* \* \*

16 MAY 1941

1. The name of the Company is "ADAMENT BOILER SETTINGS 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 business as makers and manufacturers of, dealers in, and contractors for boilers, boiler settings, retort settings, firebrick work, chimney building and repairs, furnaces, tubes, fittings and coverings, economisers, turbines, engines, machines, pumps, air receivers, hydraulic plant and apparatus, machine tools, bricks, slates, tiles, pottery, earthenware, glass, china, terra cotta, stone, concrete, cement, builders requisites and engineering products generally.

(b) To carry on business as steel makers, converters and refiners, ironfounders, brassfounders, and metal and alloy manufacturers generally; ore importers, colliery proprietors and mine owners, metallurgists, shipbuilders, dock owners, shipwrights, marine, mechanical and electrical engineers and engineers generally; joiners and carpenters, saw-mill proprietors, timber and wood importers and merchants, wharfingers, carriers, garage proprietors, manufacturing chemists, carriage and wagon builders, and builders and contractors.

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202

MAY 16 1941

- (c) To manufacture, grow, import, buy, sell, exchange, clean, erect, instal, repair, alter, re-model, let or take on hire any plant, machinery, material, article or thing capable of being conveniently made, used or sold, in any of the businesses or trades aforesaid.
- (d) To carry on any of the above trades or businesses in any part of the world, to undertake, fulfil and execute any agency of any kind whether connected with the above trades or businesses or not, and to carry on any other trade or business whether subsidiary or not which can in the opinion of the Company be carried on advantageously in connection with any of the trades or businesses aforesaid or which in the opinion of the Company will enhance the value of any of the Company's property.
- (e) To purchase, sell, exchange, mortgage, rent, lease, sublease, surrender, accept surrenders of, and otherwise acquire and/or deal with any freehold, leasehold or other property, and to erect, pull down, repair, improve, alter or otherwise deal with any building or buildings thereon.
- (f) To apply for purchase or otherwise acquire any patents brevets d'invention licenses concessions and the like conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention 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 licenses in respect of or otherwise turn to account the property rights or information so acquired and to promote the making of discoveries or information.
- (g) To establish, conduct, carry on, or assist all kinds of trading commercial industrial manufacturing shipping or mercantile businesses.

- (h) To purchase or otherwise acquire all or any part of the business or property of any person, firm, association, or company, carrying on or (in the case of a Company) formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company and as the consideration for same to pay cash or to issue any shares stocks or obligations of this Company and in connection with any such transaction to undertake any liabilities relating to the business or property acquired.
- (i) To sell, let, develop, dispose of, or otherwise deal with the undertaking, or all or any part of the property of the Company, upon any terms, with power to accept as the consideration any shares stocks or obligations of or interest in any other Company.
- (j) To invest and deal with the moneys of the Company not immediately required upon such terms and subject to such conditions as may seem expedient.
- (k) To lend money to such persons, upon such terms and subject to such conditions as may seem expedient.
- (l) To borrow or raise money or secure the payment of money or the performance of any covenant, condition or guarantee given by the Company in such manner as the Company shall think fit, and in particular, by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, both present and future including its uncalled capital, and to purchase redeem or pay off such securities.
- (m) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, covenants or conditions, securities, moneys or



shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds.

- (n) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of exchange, debentures, warrants and other instruments.
- (o) To enter into any arrangements with any governments or authority, supreme, municipal, local or otherwise, and to obtain from any such Government or Authority any rights concessions and privileges that may seem conducive to the Company's objects or any of them.
- (p) To purchase, subscribe for, or otherwise acquire and hold shares, stocks or other interests in or obligations of any other company.
- (q) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (r) To pay out of the funds of the Company all expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (s) To establish and support and aid in the establishment and support of associations institutions funds trusts and conveniences calculated to benefit employees or ex-employees of the Company or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurances and to subscribe or guarantee money for charitable or benevolent objects.

- (t) To promote any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (u) To sell or dispose of or otherwise deal with the undertaking property assets and rights of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company.
- (v) To distribute any property of the Company in specie among the Members.
- (w) To do all such other things as are incidental or conducive to the attainment of the above objects.

And it is hereby declared that the word Company in this Clause shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and the intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be nowise 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 £1,000 divided into 1,000 shares of £1 each with power to increase and with power to divide the shares in the capital for the time being, whether original or increased, and before or after the issue thereof, into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions, and with a special or without any right to vote, but so that the special rights or privileges belonging to the holders of any shares that may be issued with preferred or other special rights shall not be varied, abrogated or affected 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 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 our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of shares taken by each Subscriber.
<p>William Thowley 54 Bolton Road Kearsley, Sarnworth Lanes. Builder</p>	<p>one</p>
<p>Frank Whentworth 20, Leegate Road, Healden Wood Streetport. Corporate Accountant</p>	<p>one</p>

DATED this 12th day of May 1944

WITNESS to the above Signatures :-

Harold P. Hartman  
6 Brun Street  
Manchester  
Solicitor



7.



THE COMPANIES ACT 1929

COMPANY LIMITED BY SHARES

## ARTICLES OF ASSOCIATION

- OF -

### ADAMENT BOILER SETTINGS LIMITED.

\* \* \*

REGISTERED

16 MAY 1941

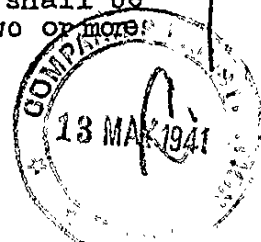
#### PRELIMINARY.

1. The regulations set out in Table A in the First Schedule to the Companies Act 1929 (hereinafter referred to as "Table A") shall, subject to such exceptions and modifications as are hereinafter contained, apply to the Company.

2. Clauses 19, 42, 45, 50, 54, 64, 65, 69, 72, 82, 101 and 104 of Table "A" shall not apply to the Company, but the clauses herein contained, with the remaining clauses of Table A shall form the regulations of the Company.

#### PRIVATE COMPANY.

3. The Company is a Private Company within the meaning of the Companies Act, 1929, and accordingly (1) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company; (2) the number of the members of the Company, not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were while in that employment, and have continued after the determination of that employment to be members of the Company shall be limited to fifty, provided that where two or more



persons hold one or more shares in the Company jointly, they shall for the purposes of this provision be treated as a single member; and (3) the right to transfer the shares of the Company is restricted in manner hereinafter appearing.

#### SHARES.

4. The shares may be allotted, or otherwise disposed of, to such persons, and for such consideration, and upon such terms and conditions as the Board of Directors may determine, but so that, except as provided by the Statutes, no shares shall be issued at a discount.

5. The Company may pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any shares in the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company, provided that the commission paid does not exceed 10 per cent of the price at which the shares are issued or an amount equivalent thereto and such commission may be satisfied in cash or fully paid shares in the capital of the Company treated as of par value, or partly in cash and partly in fully paid shares in the capital of the Company treated as of par value.

6. No person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or recognise any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share, or (except only as by these presents otherwise expressly provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

7. The transfer of any share in the Company shall be in writing in the usual common form and shall be signed by the transferor and transferee. The Transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register of members in respect thereof. There shall be paid to the Company in respect of the registration of any transfer such fee, not exceeding two shillings and sixpence as the Board of Directors deem fit. The transfer books may be

closed during such period or periods as the Board of Directors may think fit not exceeding in the whole 30 days in each year.

8. The Board of Directors may, without assigning any reason refuse to register any transfer of shares. Notice of any refusal to register a transfer of any shares shall be sent to the Transferee within two months after the date on which the transfer was lodged with the Company.

9. In order to ascertain whether any Member or person selected as aforesaid is willing to purchase a Share the proposing transferor shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company or person selected as aforesaid at the price so fixed or at the option of the purchaser at the fair value to be fixed by the Auditor in accordance with these Articles. The transfer notice may include several Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

10. If the Company shall within the space of 28 days after being served with such notice find a Member or person willing to purchase the Share (hereinafter called the purchasing Member), and shall give notice thereof to the proposing transferor, he shall be bound, upon payment of the fair value, to transfer the Share to the purchasing Member.

11. In case any difference arises between the proposing transferor 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.

12. If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the Share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing Member to be entered in the Register as the holder of the Share, and shall hold the purchase-money in trust for the proposing transferor. The receipt of the Company for the purchase-money shall be a good discharge to the purchasing Member, and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

13. If the Company shall not within the space of 28 days after being served with a transfer notice, find a Member willing to purchase the Shares, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty to transfer the Shares or those not placed to any person and at any price.

#### PROCEEDINGS AT GENERAL MEETINGS.

14. Subject to the provisions of Section 117 (2) of the Act, relating to Special Resolutions, seven days' notice at the least (exclusive of the day on which the notice is served, or deemed to be served, but inclusive of the day for which notice is given), specifying the place, the day, and the hour of the meeting, and in case of special business the general nature of such business, shall be given in manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the Company in General Meeting, to such persons as are under the regulations of the Company entitled to receive such notices from the Company, but the accidental omission to give such notice to or the non-receipt of such notice by any of such persons shall not invalidate the proceedings at any General Meeting. A meeting may, with the consent of all the members, be convened by a shorter notice and in such manner as the members think fit.

15. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as otherwise provided by the regulations of the Company, two members personally present shall be a quorum.

16. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by two or more members, or by the Chairman, and unless a poll is so demanded a declaration by the Chairman that a Resolution has on a show of hands been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

#### VOTES OF MEMBERS.

17. On a show of hands every member present shall have one vote and upon a poll every Member present in person or by proxy shall have one vote for each share held by him.

DIRECTORS.

18. The number of Directors shall not be more than six nor less than two and the name of the first Directors shall be PERCY HOWARD, of 542 Wilmslow Road, Manchester 20, Engineer, and WILLIAM THORNLEY, of 54 Bolton Road, Kearsley, Farnworth, Lancashire, Builder.

19. The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. In addition to their remuneration the Directors shall be repaid such reasonable travelling, hotel and other expenses as they may incur in going to, attending and returning from meetings of the Board of Directors, or of Committees of the Board of Directors, or General Meetings, or which they may otherwise incur in or about the business of the Company.

POWERS AND DUTIES OF DIRECTORS.

20. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge the undertaking, property and uncalled capital of the Company and to create and issue debentures, debenture stock and other securities of any description whatever.

21. The Directors from time to time, and at any time, may establish and appoint local boards local managing or consulting committees or local agencies in Great Britain or abroad with such powers authorities and regulations and at such remuneration as they may deem fit and may revoke such establishment and appointment.

DISQUALIFICATION OF DIRECTORS.

22. The office of a Director shall be vacated :-

- (a) If by one calendar month's notice in writing to the Company he resigns the office of Director.
- (b) If he becomes bankrupt.
- (c) If he shall absent himself from the Board Meetings continuously for three months without the consent of the Board of Directors.
- (d) If he is found lunatic or becomes of unsound mind.
- (e) If he becomes prohibited from being a Director by reason of any order made under Section 217 or 275 of the Companies Act, 1929.



23. A Director may hold any other office or place of profit under the Company, except that of Auditor, in conjunction with his Directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors.

24. Subject to the provisions of Section 149 of the Companies Act, 1929, a Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement.

25. A Director of this Company may be or become a Director or other officer of any subsidiary or other company promoted by this Company or in which it may be interested as a Vendor Shareholder or otherwise, and no such Director shall be accountable to this Company for any remuneration or other benefits received by him as a Director.

26. Any shareholders intending to propose the election of a Director (other than a retiring Director) shall give to the Company seven days' notice in writing (exclusive of the day on which the notice is served, but inclusive of the day for which notice is given) of such his intention, and such notice shall contain the full name, address and occupation of such proposed Director.

#### PROCEEDINGS OF DIRECTORS.

27. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.

28. Any Director may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a Meeting of Directors to any Director for the time being absent abroad. A written Resolution signed by every member of the Board of Directors shall be effective as a resolution of the Board of Directors.

29. The Directors may from time to time entrust to and confer upon the Managing Directors or Manager all or any of the powers of the Directors (excepting the power to make calls, forfeit shares, borrow money or issue debentures) as they see fit.

NOTICES.

30. Any notices sent by post shall be deemed to have been served on the day on which the letter envelope or wrapper containing the same is posted, and in proving service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office or into some post box subject to the control of the Postmaster-General and Clause 103 of Table A shall be modified accordingly.

INDEMNITY.

31. Save and except so far as the provisions and operation of this Article shall be avoided by any provision of the Statutes, every Director officer or official of the Company shall be indemnified out of its funds against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

WINDING UP.

32. 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.

The assets of the Company available for distribution among the Members shall be applied, First, in repaying to the holders of Preference Shares (if any) the amounts paid up or credited as paid up on such Preference Shares respectively; Secondly, in repaying to the holders of Ordinary Shares the amounts paid up or credited as paid up on such Ordinary Shares respectively; and the balance (if any) shall be distributed among all the holders of Ordinary Shares in the Company in Proportions to the number of Ordinary Shares held by them respectively.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

William Thorrle  
 54 Bolton Lane, Leeds, Jarworth Lane  
 Builder

Lauch Chesterton  
 20, Regent Road, Westwood  
 Stockport.

Corporate Accountant

DATED the 12<sup>th</sup> day of May 1941.

WITNESS to the above signatures :-

David P. Standman  
 6 Brown Street  
 Manchester  
 Solicitor