

Number of Certificate

Form No. 5g

"COMPANIES' ACTS, 1862 to 1900."

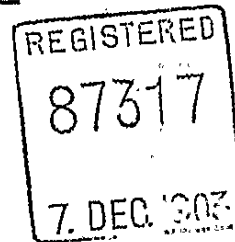


A Companies' Fee Stamp of 5s. should be impressed here.

COMPANY LIMITED BY SHARES.

Application for a Certificate of Incorporation to be filed by a Company which does not issue any invitation to the public to subscribe for its Shares. (Sect. 2. (3) of the Companies' Act, 1900.)

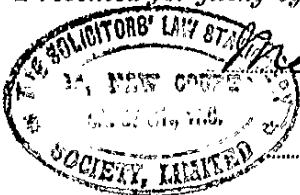
Name of proposed Company—



*Paine Manuaring & Leppard*

..... Limited.

Presented for filing by



*McNeill Green & Charles*

*Principals*

*Worthington*

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers, 22, Chancery Lane, and 29, Walbrook, London.

COMPANY LIMITED BY SHARES.

Application by the Subscribers to the Memorandum of Association of *Paine Manwaring & Lephard* Limited,

being a Company such as is specified in section 2(3) of the Companies' Act, 1900, and which does not issue any invitation to the public to subscribe for its Shares, for a Certificate of Incorporation as a Limited Company under the Companies' Acts, 1862 to 1900.

We, the several persons whose names are subscribed, hereby declare that *Paine Manwaring & Lephard* Limited, whose Memorandum of Association is delivered herewith, does not issue any invitation to the public to subscribe for its Shares.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

*Frank Manwaring Engineer Broadwater Sussex*

*Percy Edwin Lephard The Manor House West Northway Farmer*

*Mr Hollis 21 Anleyes Wootton Street Ipswich*

*F. E. Sparkes West Court Nursery Wootton Fruit Grower*

*Alfred Hudson, "Ereaford", Northwell R. Wootton, Fruit Grower*  
*Julian Charles Spisford F.R. Offington, Wootton*

*John Barnett The Laurels Wootton Fruit Grower*

Dated this *Third* day of *December* 190*3*.

Witness to the above Signatures—of  
*Frank Manwaring, Percy Lephard, Edwin Lephard, Henry Wilkin, Hollis, Frank Edward Sparkes, Alfred Hudson and John Barnett*

*Chas. F. Harding, Articled Clerk to Melvill Green, Solicitor Wootton*

Witness to the above signature of *Julian Charles Spisford*  
*Mr. J. Fry, Clerk to Messrs Melvill Green & Charles, Solicitors, Wootton*

Number of Certificate

7936 / 2

Form No. 6c.

"COMPANIES' ACTS, 1862 to 1900."



A 5s. Companies' Registration Fee Stamp to be impressed here.

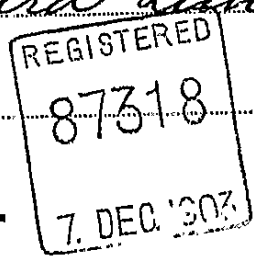
24

*inside*

DECLARATION of Compliance with the requisitions of the Companies'

Acts, on behalf of a Company proposed to be registered as Paine

Manwaring & Lephard Limited



LIMITED.

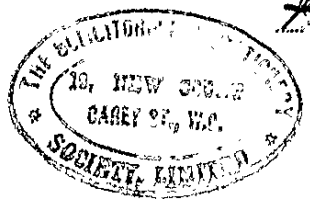
Pursuant to Section 1 (2) of the Companies' Act, 1900.

Presented for filing by

Frederick Green & Charles

Solicitors

Griffithing





I, Robert William Charles  
of Worthing in the County of Sussex

(a) Here insert:  
"A Solicitor of  
the High Court  
engaged in the  
formation,"  
or  
"A Director' or  
Secretary named  
in the Articles of  
Association."

Do solemnly and sincerely declare that I am <sup>(a)</sup> a Solicitor of  
the High Court engaged in the  
formation

of Paine Manwaring & Leppard

Limited, and That all and every the requisitions of the Companies' Acts 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 Worthing in  
the County of Sussex

the 5<sup>th</sup> day of December

One thousand nine hundred and three

Robert W. Charles

Before me,

Wm. Mans.

37-101  
F

# THE STAMP ACT, 1891.

(54 & 55 Vict., (Ch. 39.)



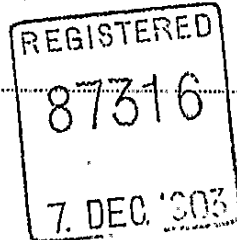
COMPANY LIMITED BY SHARES

## Statement of the Nominal Capital

OF

*Paine Manuaring & Leppard*

LIMITED.



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

*NOTE.—The Stamp Duty on the Nominal Capital is Five Shillings for every £100 or fraction of £100.*

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

Presented for filing by

*Melville Green & Charles*  
*Solicitors*



THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED,  
Company Registration Agents, Printers, Publishers, and Stationers, 22, Chancery Lane, and 29, Wallbrook, London.

Companies Form 6. —AUS-3-03. W230



THE NOMINAL CAPITAL

OF

*Paine Manwaring & Leppard*

..... Limited,

is £ *15,000* ....., divided into *15,000* .....

Shares of *£1* ..... each.

Signature *Robert H. Charles*

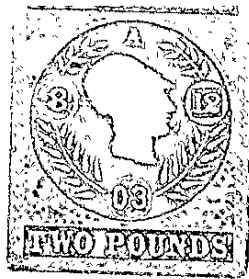
Officer *Solicitor Engaged in the formation  
of the Company*

Dated the *third* ..... day of

*December* ..... 190 *3*

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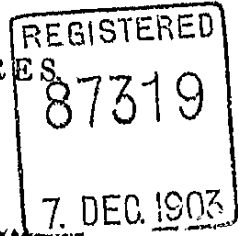
*This Statement should be signed by an Officer of the Company.*



The Companies' Acts, 1862 to 1900.

79350/4

COMPANY LIMITED BY SHARES



# Memorandum of Association

OF

## PAINE, MANWARING & LEPHARD, LIMITED.

1. The name of the Company is "PAINE, MANWARING & LEPHARD, 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 the businesses of machinists, mechanical and electrical engineers, ironfounders, manufacturers of agricultural implements and other machinery, motor and cycle manufacturers, locomotive and carriage builders, tool makers, brass founders, metal workers, boiler makers, millwrights, iron and steel converters, smiths, wood workers, builders, painters, metallurgists, water supply engineers, gas makers, farmers, fruit growers, nurserymen, steam thrashers, haulers, carriers, and to buy, sell, manufacture, repair, convert, alter, let on hire and deal in machinery, implements, rolling stock and hardware of all kinds, and to carry on any other business (manufacturing and otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or otherwise calculated directly or indirectly to enhance the value of any of the Company's property and rights for the time being.

M



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- (B) 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 business of the Company, or any contracts undertaken by the Company, and either for the purpose only of such contracts or as an independent business.
- (c) To undertake and execute any contracts for works involving the supply or use of any machinery, and to carry out any ancillary or other works comprised in such contracts.
- (D) To acquire any property, whether freehold, leasehold or copyhold, and any rights or privileges which the Company may think convenient for the purposes of its businesses or either of them, and in particular any easements, patents, machinery, plant and stock-in-trade.
- (E) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which this Company is authorised to carry on or possessed of property suitable for the purposes of this Company.
- (F) To buy, sell, manipulate and deal, both wholesale and retail, in commodities, articles and things of all kinds which can be conveniently dealt in by the Company in connection with any of its objects.
- (G) To borrow and raise money for the purposes of the Company's business.
- (H) To create and issue at par or at a premium or discount mortgages, debentures and debenture stock, charged upon all or any part of the undertaking and all or any of the real and personal property, estate, assets and effects of the Company present and future (including uncalled capital), and payable either to bearer or registered holder, and either permanent or redeemable or repayable with or without a bonus or premium, and at such rate of interest and generally upon such terms and conditions as the Company may determine, and to further secure any securities issued by the Company by a trust deed or otherwise, as the Company may think fit.
- (I) To mortgage and charge any securities which the Company has power to issue, with payment of any sums

borrowed or raised or owing by the Company, whether more or less than the nominal amount of the mortgaged securities.

- (j) To lend money to such companies, firms or persons, and on such terms as may seem expedient, and in particular to customers of and persons having dealings with the Company, and to give any guarantee or indemnity that may seem expedient.
- (k) To make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments.
- (l) To pay brokerage, commission and other remuneration to persons who procure or guarantee subscriptions for or place or assist in placing any securities issued by the Company, and generally to make arrangements for placing and procuring the subscription of such securities.
- (m) 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 or securities of this Company or procuring any loan to be made to the Company.
- (n) To make donations and subscriptions to any objects likely to promote the interests of the Company or its employés or ex-employés or the dependents or connections of such persons, and to grant pensions and allowances.
- (o) To enter into any contract or arrangement for exclusive dealing with any company or person.
- (p) To pay for any property or rights acquired by the Company or to remunerate any persons or corporation for services rendered or to be rendered to the Company or in or about the formation or promotion of the Company, either in cash or shares, with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by means of any securities which the Company has power to create or issue, or partly in one mode and partly in the other or others, and generally on such terms as the Company may determine.

- (Q) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or by means of a mortgage or by debentures or mortgage debentures or debenture stock of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (R) To enter into partnership or any joint-purse arrangement, or any arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold shares, stock or securities of any such company.
- (S) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of, or shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold shares, stock or securities of and guarantee the payment of any securities issued by or any other obligation of any such company.
- (T) To sell, exchange, let, or in any other such manner deal with or dispose of the undertaking, and all or any of the property for the time being of the Company for such consideration as to the Company shall seem fit.
- (U) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for shares, debentures, debenture stock or other securities or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for shares or otherwise) of all the shares or stock of this or such other company as aforesaid, or by partnership or any arrangement of the nature of partnership, or in any other manner.
- (V) To distribute among the members in specie by way of dividend or bonus or upon a return of capital, any property of the Company, or any proceeds of sale, or disposal of any property of the Company, but so that

4. T

5. T

shares of :  
its capital,  
preference  
limitation  
Company

no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(w) To do all such other things as are incidental or conducive to the above objects or any of them.

4. The liability of the members is limited.

5. The capital of the Company is £15,000, divided into 15,000 shares of £1 each. The Company has power to increase or reduce its capital, and to issue any shares in its capital with or without any preference, priority or special rights, or subject to any restriction, limitation or postponement that may be determined upon by the Company in General Meeting.

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.
Frank Manwaring, Engineer Broadwater Farmer	500
Percy Edwin Lophard The Manor House West Worthing Farmer	500
H V Hollis 27 Albert Road Worthing Fruit Grower	500
F. B. Sparkes Westcourt Nursery Worthing Fruit grower	500
Alfred Hudson, Esq. Esplanade, Northcote St. Fruit grower Worthing	500
Julian Charles Gaisford Mynston	
John Barnett The Laurels Worthing Fruit Grower	500

Dated the 3<sup>rd</sup> day of December, 1903.

Witness to the Signatures of— Frank Manwaring  
Percy Edwin Lophard. Henry William Hollis  
Frank Edward Sparkes. Alfred Hudson. Julian  
Charles Gaisford and John Barnett

Robert W Charles  
Secretary  
Worthing

107/10



79350  
S.

The Companies' Acts, 1862 to 1900.

COMPANY LIMITED BY SHARES.

REGISTERED  
87320  
7. DEC. 1903

# Articles of Association

OF

## PAINE, MANWARING & LEPHARD, LIMITED.

### PRELIMINARY.

1. The regulations contained in the Table marked A in the first schedule to the Companies' Act, 1862, shall not apply to the Company.

2. In these Articles unless the context or subject requires a different meaning—

“The register” shall mean the register of members.

“Month” shall mean calendar month.

“Paid up” shall include credited as paid up.

Words having a special meaning attached to them in the Companies' Acts, 1862 to 1900, shall have the same meaning in these presents unless otherwise expressed.

Words importing the singular shall include the plural, and the converse shall also apply.

Words importing males shall include females.

Words importing persons or individuals shall include corporations.

3. The first business of the Company shall be to negotiate for and if possible to acquire the business of engineers and machinists lately carried on by the late George Paine in partnership with Frank

COMPANIES REGISTRATION  
7 DEC 1903

Manwaring and now carried on by the said Frank Manwaring at Broadwater in Sussex and the business of steam thrashers and haulers lately carried on by the said George Paine, Frank Manwaring and Edwin Lephard at Broadwater aforesaid and now carried on by the said Frank Manwaring and Edwin Lephard at the same place. No objection shall be made by reason of the Directors or any of them or the promoters and advisers of the Company or any of them being interested in any property or business which may be acquired by the Company as owner or in any other manner whatever, or of no independent valuation of the property to be acquired having been made, or of the Solicitors or officers of the Company being interested parties or otherwise howsoever, and every member shall be deemed to have notice of the nature and amount of the Directors', Solicitors' or officers' interest and to sanction the same.

#### SHARES AND CERTIFICATES.

4. The original capital of the Company is £15,000 divided into 15,000 ordinary shares of £1 each. It is not intended that in the first instance any of the shares of the Company shall be offered for public subscription, and the Company may commence business forthwith, although the whole of its capital has not been subscribed. The shares shall be under the control of the Directors, who shall issue them in such manner as they shall think fit. If the Company shall at any future time make any offer of its shares to the public, it may upon such offer pay to any person subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions for any of the shares of the Company such commissions as the Directors shall think fit, not exceeding 50 per cent. of the nominal amount of the capital of the Company subscribed or agreed to be subscribed, or the subscription whereof is procured or agreed to be procured by such person. The Directors may confer upon any company, firm or person the preferential right to subscribe for any shares in the Company provided that such right is given for some lawful consideration, and upon such offer to the public the Directors may proceed to allotment if any amount equal to 50 per cent. of the share capital offered for subscription has been subscribed.

5. The Company may make arrangements on the issue of shares for a difference between the holders of such shares and the holders of any other shares in the amount of calls to be paid and in the time of payment of such calls.

6. Every member shall be entitled without payment to one certificate specifying the share or shares held by him. For every additional certificate required by him he shall pay the sum of one

shilling; but the Directors may decline to issue more than one certificate to each member.

7. Save as herein otherwise provided the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a court of competent jurisdiction or as by statute required, be bound to recognise any equitable or other claims to or interest in such share on the part of any other person.

#### CALLS AND FORFEITURE.

8. The Directors may from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they think fit, provided that twenty-one days' notice at least is given, specifying the time and place for payment, and each member shall be liable to pay the amount of calls so made at the times and places appointed. A call may be made payable by instalments. Every member shall also be liable to pay to the Company any amounts which, by the terms of the allotment, are made payable at fixed or specified times, and any such amounts shall be paid by the person who for the time being shall be the registered holder of the share at the times so fixed or specified, and at the place or places which shall be appointed by the Directors.

9. Calls and other amounts payable in respect of any share shall bear interest as from the time or times appointed for payment until payment at the rate of 10 per cent. per annum, or such less sum as the Directors shall appoint.

10. If any member fail to pay any call or instalment or other amount on the day appointed for payment, and shall further fail for seven days to comply with a notice served on him requiring him to pay the said call, instalment or amount, with any interest that may have accrued thereon, and any expenses which may have been incurred in respect thereof, the Directors may, by a resolution passed at any time before payment of such call, instalment or amount, and the said interest and expenses shall have been made, forfeit the share or shares in respect of which such default shall have been made, and the shares so forfeited shall become and be the property of the Company, and may be disposed of in such manner as the Directors shall think fit; but the member whose shares are so forfeited shall remain liable to pay all amounts which ought to have been paid before such forfeiture, together with interest thereon at the rate of ten per cent. per annum from the date of each forfeiture until payment. Any forfeited share may be disposed of either subject to or free from the amounts which ought to have been paid before the forfeiture thereof. Such forfeiture shall

include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

#### LIEN.

11. The Company shall have a first and paramount lien for all debts, obligations and liabilities, whether sole or joint, of any member to the Company upon all shares not fully paid held by such member, whether alone or jointly with any other persons, and upon all dividends and bonuses declared in respect of such shares, and may enforce such lien by sale or mortgage at any time after such debts, obligations or liabilities have become presently payable, and after the expiration of a seven days' notice requiring payment, and no equitable interest in any share shall be created except upon the footing and condition that clause 7 hereof shall have full effect.

#### TRANSFER AND TRANSMISSION OF SHARES.

12. Subject to the restriction of the Articles, any member may transfer all or any of his shares by transfer in the usual common form; but every transfer must be left at the office of the Company, accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor.

13. The instrument of transfer of a share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

14. The Company shall provide a book to be called the register of transfers, which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.

15. The Directors may in their discretion and without assigning any reason therefor, refuse to register the transfer of any share to any person whom they shall not approve as transferee. The Directors may also refuse to register any transfer of shares on which the Company has a lien.

16. Such fee, not exceeding two shillings and sixpence for each transfer, as the Directors may from time to time determine may be charged for registration of a transfer. A transfer which is registered shall be retained by the Company.

17. The register of transfers shall be closed during the fourteen days immediately preceding every Ordinary General Meeting of the

Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.

18. In the case of the death of a shareholder, the survivors or survivor of the holder of the shares in respect of which he was registered where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to the shares registered in his name, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him.

19. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may, upon producing such evidence of title as the Directors shall require, and subject as hereinafter provided, either be registered himself as holder of the share or elect to have some person nominated by him registered as the transferee thereof.

20. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him, stating that he so elects. For all purposes of the Articles relating to the registration of transfers of shares such notice shall be deemed to be a transfer, and the Directors shall have the same power of refusing to give effect thereto by registration as if the event upon which the transmission took place had not occurred, and the notice were a transfer executed by the person from whom the title by transmission is derived.

21. If the person so becoming entitled shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. The Directors shall have, in respect of transfers so executed, the same power of refusing registration as if the event upon which the transmission took place had not occurred, and the transfer were a transfer executed by the person from whom the title by transmission is derived.

22. A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends, bonuses or other moneys payable in respect of the share, but he shall not be entitled to receive notices of, or to attend or vote at meetings of the Company, or, save as aforesaid, to any of the rights or privileges of the members, unless and until he shall have become a member in respect of the shares.

### JOINT HOLDERS OF SHARES.

23. If several persons are registered as the holders of any share they shall be deemed to hold the same on joint account, with benefit of survivorship as regards the interest in such shares, and the following consequences shall ensue—

- (A) All such persons shall be liable, severally as well as jointly, in respect of all payments which ought to be made in respect of such share.
- (B) Any one of such persons may give effectual receipts for any dividend or bonus payable in respect of such share.
- (C) Only the person whose name stands first on the register of members as the holder of such share shall be entitled to vote at General Meetings or at any poll, or to receive notice in respect of such share.
- (D) Any notice given to any one of such persons shall be deemed to be given to all of such persons.

### ALTERATION OF CAPITAL.

24. The Company may, by special resolution, modify the conditions contained in the Memorandum of Association in any manner allowed by law, so as to (A) increase its capital; (B) reduce its capital; (C) subdivide or consolidate its shares or any of them; (D) convert paid up shares into stock; (E) reconvert any stock into shares of any denomination. And any such modifications shall be carried out with and subject to the provisions of law, and to such conditions and provisions and in such manner as the Company may direct, or in default of such directions as the Directors shall think fit. The Directors may agree with any person that upon any increase of capital the new shares shall, in the first instance, be offered to such person.

25. Any new shares may be issued upon such terms and conditions, and with such rights, priorities or privileges, or subject to such postponements or restrictions as the Company in General Meeting shall direct, and whenever and so long as the capital is divided into shares of various classes the rights and privileges of any such class may be varied or modified in the manner provided in clause 5 of the Memorandum of Association. The meetings of the holders of the shares of any class shall be governed, as far as circumstances will allow, by the regulations hereof governing General Meetings of the Company. Provided that a quorum at such meeting shall be members holding or representing by proxy three-fourths of the nominal amount

of the issued shares of the class. And the expression extraordinary resolution when applied in respect of such meeting shall be deemed to mean a resolution passed by a majority of not less than three-fourths of the holders of the shares of that class for the time being entitled according to these presents to vote as may be present in person or by proxy.

#### BORROWING POWERS.

26. The Directors may raise or borrow money for the purposes of the Company, and may secure the repayment of the same or of any moneys owing or about to become owing by the Company by mortgage or charge upon the whole or any part of the assets and property of the Company (present or future), including its uncalled capital, and may issue bonds, debentures or debenture stock, either charged upon the whole or any part of the said assets and property or not so charged.

#### GENERAL MEETINGS.

27. The Statutory General Meeting shall be held within the period and in the manner directed by law. Other General Meetings of the Company shall be held once in the year 1904, and once in every subsequent year, at such time and place as the Directors shall appoint. The last mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary Meetings.

28. The Directors may, whenever they shall think fit, and they shall upon a requisition made in writing by members holding not less than one-tenth of the issued capital of the Company, convene an Extraordinary Meeting. All matters relating to Extraordinary Meetings, summoned by or upon a requisition, shall be in accordance with the Companies' Act, 1900, or any statutory modification thereof.

29. In case of an Extraordinary Meeting called in pursuance of a requisition, the notice shall state the objects which are mentioned in the requisition, and, unless such meeting is called by the Directors, no business, other than that expressed in the requisition, and of which notice has been given, shall be transacted.

#### PROCEEDINGS AT GENERAL MEETINGS.

30. Seven days' notice at least, specifying the place, day and hour of meeting, and in case of special business the general nature of such business shall be given to the members; but the accidental omission to give notice to any member, or the non-receipt by any member of such notice, shall not invalidate the proceedings at any General Meeting. If notice shall have been given of any General

Meeting of the Company, which shall be in order except in regard to the length of such notice, the meeting held upon such notice, and all proceedings had thereat shall be valid and effectual notwithstanding the insufficiency of notice, unless some member entitled to attend and vote at such meeting shall, within seven days after the holding of such meeting, lodge at the office of the Company a protest in writing against the validity of the said meeting or of any business transacted or resolution passed thereat.

31. The business of an Ordinary Meeting shall be to receive and consider the accounts, balance sheet and reports of the Directors and Auditors, to elect Directors in place of those retiring, to elect Auditors and to sanction a dividend. All other business transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting, shall be deemed special.

32. No business, except the declaration of a dividend, shall be transacted at any General Meeting unless a quorum of members is present at the time of proceeding to business. Such quorum shall consist of two members personally present, so long as the total number of shareholders does not exceed twenty; afterwards such quorum shall consist of one member personally present for every ten shareholders, but at no time shall the necessary number for a quorum exceed seven.

33. If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon a requisition of members, shall be dissolved. In any other case the Chairman may, with the sanction of the member or members present, either dissolve the meeting or adjourn it to such time and place as he shall with such sanction appoint.

34. The Chairman (if any) of the Board of Directors shall preside at any meeting of the Company. In his absence, or if there shall be no Chairman, the Directors present shall appoint one of their number to preside; or if no Director shall be present and willing to take the chair, the members present shall appoint one of their number to preside.

35. The Chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place.

#### VOTING.

36. Every question shall be decided in the first instance by a show of hands, but the Chairman, or any two or more members, may demand a poll, which, if so demanded, shall be taken, in case of the

election of a Chairman or the question of adjournment forthwith, and in any other case at such time and in such manner as the Chairman shall direct. In case of an equality of votes, whether upon a show of hands or upon a poll, the Chairman shall, in addition to any votes to which he may be entitled as a member of the Company, have a casting vote.

37. A declaration by the Chairman of the result of any show of hands or poll, and an entry to that effect in the minute book of the Company, shall be conclusive evidence of such result without further proof.

38. Upon a show of hands every member shall have one vote, and upon a poll every member shall have one vote for every share held by him.

39. No member shall be entitled to speak, propose any resolution, or vote at any General Meeting, unless any calls or other amounts due from him to the Company in respect of his shares shall have been duly paid.

40. Votes may be given personally or by proxy which shall be given under the hand, or in the case of a corporation, under the seal of the appointor. No person shall be appointed a proxy who is not a member of the Company, save that a corporation may appoint any one of its officers to be its proxy, and the officer so appointed may attend, speak and vote at any meeting for which he shall be appointed proxy.

Every proxy shall be in the following form—

“ I, \_\_\_\_\_, being a  
 “ member of PAINE, MANWARING & LEPHARD, LIMITED,  
 “ hereby appoint  
 “ and failing him  
 “ as my proxy, to vote for me on my behalf at the  
 “ General Meeting of the Company, to be held on the  
 “ \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment  
 “ thereof.  
 “ As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_.”

A proxy to vote shall be deemed to confer power to demand a poll.

41. The instrument appointing a proxy shall be deposited with the Secretary of the Company at least forty-eight hours before the commencement of the meeting or adjourned meeting at which it is proposed to be used.

42. Any resolution passed by the Directors notice whereof shall be given to the members, in the manner in which notices are hereinafter directed to be given, and which shall within fourteen days after it shall have been so passed be ratified and confirmed in writing by members entitled at a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a General Meeting; but this clause shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the Companies' Acts, 1862 to 1900, or these presents ought to be dealt with by special or extraordinary resolution.

#### DIRECTORS.

43. The business of the Company shall be under the control of the Directors.

44. The number of Directors shall, until the Ordinary Meeting in the year 1904, be determined by the Board of Directors, and thereafter shall remain at such number unless the Company otherwise resolve, but such number shall not be less than three nor more than five.

45. The first Directors of the Company shall be Messrs. Frank Manwaring, of Broadwater, Worthing, in Sussex, engineer; Percy Edwin Lephard, of Worthing aforesaid, farmer; Henry William Hollis, of Worthing aforesaid, fruit grower; Frank <sup>Edward</sup> Ernest Sparkes, of Worthing aforesaid, fruit grower; and Alfred Hudson, of Worthing aforesaid, fruit grower.

46. The Directors shall have power at any time before the Ordinary Meeting in the year 1904 to appoint any persons to be Directors of the Company, but so that the total number of Directors shall not exceed the maximum before mentioned.

47. The qualification of every Director shall be the holding in his own right of shares of the Company to the nominal value of £500. A Director may act before acquiring his qualification, but shall acquire the same within two months of being appointed a Director.

48. The Directors shall be paid out of the funds of the Company by way of remuneration for their services the sum of £100 per annum, and such further sums as the Company may from time to time determine, and such remuneration shall be divided among them in such proportions and manner as the Directors may determine.

## POWERS OF DIRECTORS.

49. The business of the Company shall be managed by the Directors, who may pay all expenses in getting up, promoting, forming, establishing and registering the Company, and may exercise all such powers and discretion of the Company as are not by the statutes or by these presents required to be exercised by the Company in General Meeting, subject, nevertheless, to any regulations of these Articles, to the provisions of the statutes, and to such regulations as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

50. The office of a Director shall be vacated—

- (A) If he become bankrupt or compound with his creditors.
- (B) If he become of unsound mind or be found a lunatic.
- (C) If he absent himself from the meetings of the Directors for a period of three months without leave of absence from the Board.
- (D) If he give the Company one month's previous notice in writing that he resigns his office.

51. A Director shall not be disqualified by his office from entering into contracts, arrangements or dealings with the Company, nor shall any contract, arrangement or dealing with the Company be avoided, nor shall any Director be liable to account to the Company for any profit arising out of any contract, arrangement or dealing by reason of such Director being a party to or interested in or deriving a profit from any such contract, arrangement or dealing and 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 his interest is subsequently acquired, provided that he on the first occasion possible discloses to the Board the fact that he has acquired such interest. But no Director shall vote as a Director in regard to any contract, arrangement or dealing in which he is interested, or upon any matter arising thereout.

52. The continuing Directors may act notwithstanding any vacancy in their body, but so that if their number shall be less than two, the continuing Directors shall only act for the purpose of appointing an additional Director or summoning a General Meeting of the Company.

## ROTATION OF DIRECTORS.

53. At the Ordinary Meeting in the year 1904, and at the Ordinary Meeting in every subsequent year, but subject as to Frank Manwaring to the special provision contained in clause 59 hereof, one of the Directors for the time being shall retire from office. The Director to retire shall be the one who has been longest in office since his most recent appointment, and as between Directors who have been an equal time in office the Director to retire shall, in default of agreement, be determined by lot. A retiring Director shall be eligible for re-election.

54. The Company at the General Meeting at which any Director retires shall fill up the vacated office, and may fill up any other offices which may then be vacant, unless the Company shall determine to reduce the number of Directors.

55. If the office of any retiring Director is not filled up the retiring Director shall, unless the number of Directors is reduced, be deemed to be re-elected.

56. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, and the person so chosen shall hold office until the next Ordinary Meeting, when he shall retire and be eligible for re-election.

57. The Company in General Meeting may by extraordinary resolution remove any Director, and by an ordinary resolution appoint another person in his stead.

## MANAGING DIRECTOR.

58. The Directors may from time to time appoint one or more of their body to be a Managing Director or Managing Directors of the Company, and may fix his or their remuneration and may delegate to him or them such of the powers and duties of the Directors (other than the power to make calls, forfeit shares, borrow money or create charges on the assets of the Company) as they shall think fit, with power, nevertheless, to revoke any such delegation.

59. The said Frank Manwaring shall be the first Managing Director of the Company, and shall not be removable from office otherwise than by his own resignation or by special resolution. The said Frank Manwaring shall, while holding that office, devote the whole of his time and attention to the business of the Company, and shall exercise and perform the functions and duties prescribed by the Directors, but the said Frank Manwaring having accepted the office shall not be entitled to resign nor shall he, except for misconduct on his part, be removed by special resolution before the expiration of ten years from the date of the registration of the Company. So long as the said Frank Manwaring shall hold the office of Managing

Director no other Managing Director shall be appointed without his consent in writing to such appointment having been first obtained.

60. The salary of the said Frank Manwaring as such Managing Director shall be at the rate of £200 per annum, or at such higher rate as the Directors may from time to time determine, payable monthly, on the first day of every month. He shall also, while holding such office, be entitled to a commission equal to five per cent. on the net profits of the Company in each year.

61. The declaration of the Directors, as to the amount of the net profits of the Company in each year, shall be conclusive as against the said Frank Manwaring.

62. So long as he shall be acting as Managing Director of the Company and hold the necessary qualification of a Director the said Frank Manwaring shall not vacate his office as an ordinary Director as is provided in clause 53 hereof, nor participate in the remuneration provided for the Directors by clause 48 hereof but in all other respects he shall retain the position of an ordinary Director of the Company.

#### PROCEEDINGS OF DIRECTORS.

63. The business of the Company may be conducted and controlled from such place as the Company shall appoint. The Directors shall meet together at such place as they shall appoint for the dispatch of business, adjourn and otherwise regulate their meetings as they shall think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall be a quorum. Questions shall be decided by a majority of votes, the Chairman in case of equality having a second or casting vote.

64. The Secretary shall summon meetings of Directors in accordance with such general or special directions as may be given to him by the Board, and any Director may at any time summon or require the Secretary to summon a special meeting of the Directors.

65. Reasonable notice shall be given to all the Directors of any meeting of Directors ; but it shall not be necessary to give notice of meeting to any Director who is absent from the United Kingdom, and any resolution passed at a meeting whereat all the Directors are present, or assented to in writing by all the Directors, shall be valid as from the time of being passed, notwithstanding any irregularity in connection therewith or with the meeting at which the same is passed.

66. The Directors may delegate all or any of their powers and duties to a committee of Directors, whose meetings and proceedings

shall be governed by the regulations herein contained for the meetings and proceedings of Directors.

67. All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director or Managing Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or Managing Director or person acting as aforesaid, that they or any of them were disqualified, or that the meeting was not duly summoned or held, be as valid as if there were no such defect or disqualification.

#### DIVIDENDS.

68. The net profits of the Company shall, subject to the provision of a reserve fund, be distributed among the holders of shares of the Company in proportion to the amount paid up on the shares held by them respectively.

69. The Directors may, with the sanction of the Company in General Meeting, declare and pay a dividend out of the net profits of the Company. The Company may reduce, but shall not increase, the amount recommended to be paid by the Directors.

70. The Directors may declare and pay such interim dividends as in their opinion shall be justified.

71. Before recommending any dividend the Directors may set aside out of the gross profits such sum as they shall think proper for replacing wasting assets, making good decay or want of repair, providing for bad and doubtful debts, and otherwise for maintaining or restoring the value of the capital assets of the Company. The Directors may also set aside, out of the net profits remaining after making such provision as aforesaid, such sum as they shall think fit to form a reserve fund, to provide against contingencies, to equalise dividends, or for any other purpose to which the profits of the Company may be applied. Any sums so set aside as aforesaid may be invested in such manner as the Directors may think fit, or may be used in the business of the Company.

72. The Directors may deduct from the dividends payable to any member all sums of money due from him to the Company.

73. The Company may transmit any dividend or bonus payable in respect of any share by cheque or draft on bankers through the ordinary post to the registered address of the holder, or to any other address given by him for the purpose, and shall not be responsible for any loss arising therefrom.

#### ACCOUNTS.

74. The Directors shall cause true accounts to be kept of all

the dealings of the Company, and of its assets and liabilities, and once in every year shall cause to be prepared a balance sheet and a profit and loss account made up to the 31st day of December in each year, and shall lay the same, together with a report upon the general condition of the Company, before the Company at the Ordinary Meeting in each year.

75. A copy of the said balance sheet, profit and loss account and report, shall be at the office of the Company, and be open to the inspection of the members for seven days before and seven days after the Ordinary Meeting in each year.

76. The books of account of the Company shall be kept at the registered office of the Company, and the Directors shall by resolution determine to what extent and on what conditions the books of account or any of them shall be open to the inspection of the members, and the members shall have only such rights of inspection as are given them by statute or by such resolution of the Directors, or by extraordinary resolution of the Company in General Meeting.

#### SEAL.

77. The Directors shall forthwith procure a common seal to be made for the Company, and shall as soon as the same is received provide for the safe custody thereof. The seal shall never be affixed to any document except by the authority of the Board of Directors or of a committee of Directors empowered thereto, and in the presence of at least two Directors, who shall affix their signatures to every document so sealed.

#### AUDIT.

78. Once in every year the accounts of the Company shall be examined, and the correctness of the balance sheet and profit and loss account ascertained by an Auditor or Auditors. The manner of the appointment of such Auditor or Auditors, and their powers, duties and functions shall be in accordance with the provisions of the Companies' Act, 1900, or any statutory modifications thereof, and his or their remuneration shall be fixed as therein provided.

#### NOTICES.

79. A notice may be served by the Company upon any member, either personally or by sending the same through the post in a pre-

paid letter addressed to the member at his registered address. Every such notice shall be deemed to be served when it is personally delivered or placed in the post.

80. No member shall be entitled to have any notice served on him at any address not within the United Kingdom. Any member whose registered address is not within the United Kingdom may, by notice in writing, require the Company to register an address for service within the United Kingdom which for the purpose of the service of notices shall be deemed his registered address. Any person not having a registered address in the United Kingdom, and not giving such notice, shall be deemed to be personally served with any notice posted up at the registered office of the Company, or advertised once in some journal circulating in Sussex.

#### WINDING UP.

81. Upon a winding up, the assets remaining after the payment of the debts and liabilities of the Company and the costs of liquidation, shall be distributed among all the holders of shares of the Company, in proportion to the number of shares held by them respectively.

82. The Liquidator may, with the sanction of an extraordinary resolution of the Company, distribute among the members any of the assets of the Company in specie.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Frank Manwaring Broadwater Sussex.  
Engineer

Messrs. Edwin Liphard The Manor House West Worthing  
Farmer

H W Hollis St Andrew's Worthing  
Fruit Grower.

F. Espartero Westcott Nursery Worthing  
Fruit grower

Alfred Hudson. Esplanade. Southcott St.  
Worthing  
Fruit grower

Julian Charles Gaisford 19 P. O. Worthing

John Barnett The Linnels Worthing  
Fruit Grower

Dated the 3<sup>rd</sup> day of December, 1903.

Witness to the above Signatures—

Robert W. Charles.  
Solicitor  
Worthing

DUPLICATE FOR THE FILE.

No. 79350



# Certificate of Incorporation

I hereby Certify, That ~~the~~

*Raine, Manwaring & Lephard, Limited*

is this day Incorporated under the Companies' Acts, 1862 to 1900, and that the Company is **Limited.**

Given under my hand at London this *Seventh* day of *December*

One Thousand Nine Hundred and *three*

Fees and Deed Stamps £ *9" 7" 6*

Stamp Duty on Capital £ *37" 10" 0*

*H. F. Newell*

Registrar of Joint Stock Companies.

Certificate received by *H. E. Charwood*

*Solicitor*  
*Solo Law SW1*

*A. J. New Court W.C.*

Date *9.12.03*

*Handwritten mark*