

Number of
Certificate

129494

Form No. 41.

"THE COMPANIES (CONSOLIDATION) ACT, 1908."

Declaration of Compliance



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

WITH THE

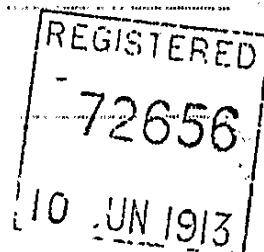
REQUIREMENTS OF THE COMPANIES (CONSOLIDATION) ACT, 1908

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

The Horsforth Club

LIMITED.

(See Page 2 of this Form.)



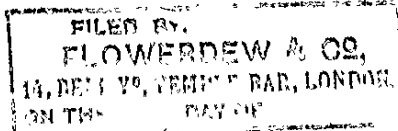
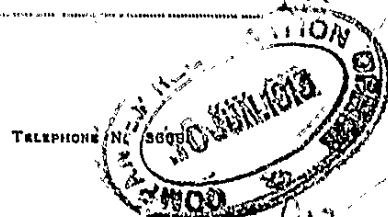
Presented for filing by

*Whitely & Myers
45 A Crown Street.
Leeds.*

JOHNSON & HICK,

Print and General Stationers, Printers and Lithographers,

9, EAST PARADE, LEEDS.



I William Loftthouse Myers
of 45 Albion Street in the City of Leeds
Solicitor

*Here insert--
"A Solicitor
of the High
Court en-
gaged in the
formation,"
or "A person
named in the
Articles of
Association as
a Director or
Secretary."

Do solemnly and sincerely Declare that I am* a Solicitor of the
High Court engaged in the formation
of The Horsforth Club

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.

Declared at Leeds in the
County of York.

the 9th day of June
One thousand nine hundred and thirteen

before me,

Joseph Wilson
A Commissioner for Oaths.

William Lundy Esq

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

Number of
Certificate }

129494

Form No. 42.

"THE COMPANIES (CONSOLIDATION) ACT, 1908."



Consent to Act as Director

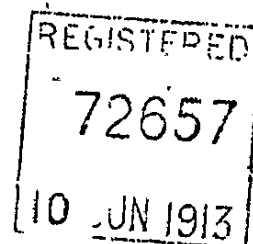
OF

The Grosvenor Club

LIMITED.

(To be signed and filed with the Registrar of Joint Stock Companies pursuant to Section 7,
Sub-section 1 (i), of The Companies (Consolidation) Act, 1908.

(See Page 2 of this Form.)



Presented for filing by

Whiteley and Myers

Phoenix 45 Albion Street, Leeds



TELEPHONE

must be produced

JOHNSON & HICK,
Lith and General Stationers, Printers and Lithographers,
5 EAST PARADE, LEEDS.

To the REGISTRAR OF JOINT STOCK COMPANIES.

I or We the undersigned hereby testify ~~my~~ [or our] consent to act as
 Director~~s~~ [~~or Directors~~] of The Horsforth Club LIMITED,
 pursuant to Section 72, Sub-section 1 (i), of the Companies (Consolidation)
 Act, 1908

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

*SIGNATURE.	ADDRESS.	DESCRIPTION.
John Henry Wilkinson	Villa Rosa Horsforth	Insurance manager
John Hodgson Rayner	Oakridge —	Manufacturer
W. A. Purchas.	Dale View Horsforth	Bank clerk.
W. J. P. Williams	The Hawthorns —	Agent
Samuel Grant	Reschobine Terrace "	Stationer

Dated this 25th day of April 1918.

*If a Director signs by "his Agent authorised in writing," the authority must be produced and a copy filed.

"The Companies (Consolidation) Act, 1908."

COMPANY LIMITED BY SHARES.

CONSENT
TO
ACT AS DIRECTOR
OF

The Horsforth Club
LIMITED.

Number of } 129494
Certificate }

[Form No. 43.]

"THE COMPANIES (CONSOLIDATION) ACT, 1908."



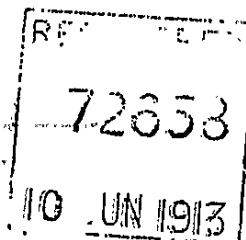
A
Companies'
Fee Stamp
of 5s.
must be
impressed
here.

**List of the Persons
who have consented to be Directors**

OF

The Horsforth Club

LIMITED.



(To be delivered to the Registrar of Joint Stock Companies, pursuant to
Section 72, Sub-Section 2, of The Companies (Consolidation) Act, 1908.)

(See Page 2 of this Form.)

27333-12.12.

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

*Whitely & Myers
45 Abchurch Lane
Leeds.*

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To the REGISTRAR OF JOINT STOCK COMPANIES.

I or We *Whiteley & Myers*, the undersigned,
hereby give you notice, pursuant to Section 72, Sub-Section 2, of The
Companies (Consolidation) Act, 1908, that the following persons have consented
to be Directors of *The Horsforth Club*

LIMITED.

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

NAME.	ADDRESS.	DESCRIPTION.
<i>John Henry Wilkinson</i>	<i>Villa Rosa Horsforth</i>	<i>Insurance Manager</i>
<i>John Hodgson Rayner</i>	<i>Sale New Oakroyd Horsforth</i>	<i>Manufacturer</i>
<i> Jas A. Purchas</i>	<i>Sale New Horsforth</i>	<i>Bank Clerk</i>
<i>W. H. Billington</i>	<i>The Hawthorn Horsforth <i>not Leeds</i></i>	<i>Agent</i>
<i>Samuel Grant</i>	<i>Nicholson Terrace Horsforth <i>not Leeds</i></i>	<i>Stationer</i>

Signature, Address, and
Description of Applicant
for Registration.

*Whiteley & Myers
45 Albion Street
Leeds
Solicitors*

Dated this *4th* day of *May* 191*3*.

"The Companies (Consolidation) Act, 1908."

LIST OF THE PERSONS
WHO HAVE
CONSENTED TO BE DIRECTORS
OF
The Horsforth Club
LIMITED.

Number of
Certificate

129494

Form No. 42A

"THE COMPANIES (CONSOLIDATION) ACT, 1908."



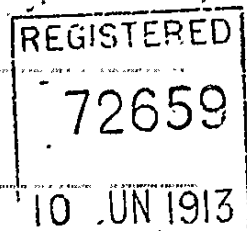
A
Companies'
Fee Stamp
of 5s.
must be
impressed
here.

Contract by Directors

To Take and Pay for Qualification Shares

IN

The Horsforth Club



LIMITED.

To be filed with the Registrar of Joint Stock Companies pursuant to
Section 72 of The Companies (Consolidation) Act, 1908.

(See Page 2 of this Form.)

27332-12.12

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

Whiteley & Moyers
45 Albion Street
Leeds.

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FILED BY:
FLOWERDEW & CO,
14, BELL YARD, TEMPLE BAR, LONDON.

To the REGISTRAR OF JOINT STOCK COMPANIES.

We the Undersigned having consented to act as Directors
of *The Horsforth Club*

LIMITED,



An Agreement Stamp of 6d. in respect of each signature should be impressed here, unless the amount of the qualification is under £5.

do hereby severally Agree to take from the said Company
and to pay for *Ten* Shares of *Ten shillings* each,
being the prescribed number of Qualification Shares for the office of Director
of the Company.

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

NAMES.	ADDRESSES.
<i>William Henry Billington</i>	<i>The Hawthorn, Horsforth, W. Leeds</i>
<i>Samuel Grant</i>	<i>Risholme Tce Horsforth Leeds.</i> <i>Stationer</i>
<i>W. A. Purchas</i>	<i>Dale View Horsforth. Bank Clerk.</i>
<i>Mr Hodgson Raper</i>	<i>Cakroyd Horsforth Manufacturer</i>
<i>Jno. H. Wilkinson</i>	<i>Villa Rosa Horsforth</i> <i>Insurance Manager.</i>

Dated the *9th* day of *June*, 191*3*

Witness to the above Signatures—

William L. Myers
Solicitor 45 Albion Street.
Leeds.

O.P.
11-6-13

The Companies (Consolidation) Act, 1908.

Company Limited by Shares.

Memorandum and
Articles of Association

OF

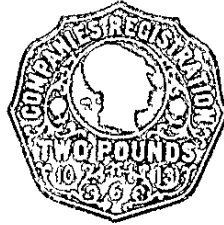
The Horsforth Club,
LIMITED.

Incorporated the day of 1913

WHITELEY & MYERS,

Solicitors,

Leeds and Horsforth.



129494

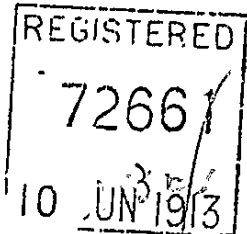
The Companies' (Consolidation) Act, 1908.

COMPANY LIMITED BY SHARES.

Memorandum of Association

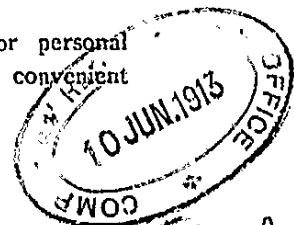
OF

The Horsforth Club, LIMITED.



- 1.—The name of the Company is "THE HORSFORTH CLUB, 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 establish, maintain, and conduct a Social Club for the accommodation of the members of the Company and their friends, guests, and visitors, and to provide a Club House and other conveniences, and generally to afford its members and their friends, guests, and visitors any of the privileges, benefits, and advantages and accommodation of a club.
- (b) To purchase and take over the effects and assets of the present unincorporated Association known as "The Horsforth Club."
- (c) To adopt and carry into effect, with or without modification, an Agreement, dated the Twenty-first day of April, 1913, and made between William Clayton, of the one part, and George Crowther Liley on behalf of the Company on the other part.
- (d) To make rules and regulations for the admission to and use of the Club and its premises, and the conduct of the members and their friends and visitors, and from time to time to rescind, vary, or modify the same.
- (e) To purchase, hire, or otherwise acquire any real or personal property which the company may think necessary or convenient



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for the purpose of its business, and in particular any lands, premises, buildings, furniture, club and household effects, utensils, books, newspapers, periodicals, musical instruments, fittings, apparatus, appliances, conveniences, and accommodation, and so far as the law or the license of the Board of Trade may from time to time allow, to sell, lease, demise, let, mortgage or dispose of the same.

- (f) To provide all things necessary for billiards, bowls, tennis, cards, and all other games, and for musical, dramatic, social, and other entertainments, dinners, suppers, balls, or whist drives; to provide, hire, and employ managers, clerks, attendants, instructors, musicians, servants, and other persons necessary for the carrying on of the Club, and to purchase, sell, and supply refreshments of all kinds, and to cater for members of the said Club or any other persons, and or any other club.
- (g) To carry on business as hotel keepers, lodging house keepers, restaurant proprietors, licensed victuallers, and dealers in wines, spirits, ales, beers, mineral waters, cigars, cigarettes, and tobaccos and refreshments of all kinds.
- (h) To promote and hold contests, competitions, and games, and to contribute prizes, medals, cups, testimonials, and other rewards.
- (i) To raise money by the subscriptions or entrance fees paid by members of any club formed or managed by the Company, and to grant rights and privileges to such members in return for such subscriptions, or in the case of honorary members with or without any such entrance fees or subscriptions.
- (j) To erect, maintain, and alter any buildings or premises, and to lay out, make, and form any tennis courts, bowling greens, croquet lawns, recreation grounds and gardens for the purpose of the Company, and to provide in or upon such premises refreshments for the consumption of the members and their friends, guests, or visitors.
- (k) To borrow or raise money by the issue of or upon debentures, bills of exchange, promissory notes, or obligations or securities of the Company, or by mortgage, bill of sale, of all or any part of the property of the Company (both present and future), including its uncalled capital, and also to borrow money from any Building Society or other such Society
- (l) To carry on any other business which may seem to the Company capable of being carried on in connection with the above, calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
- (m) To amalgamate or enter into partnership with any other person or persons, company or companies, having objects altogether or in part similar to those of the Company.

4.—Th

5.—Th
10/- each,
Capital as

- (n) To enter into arrangements with any authorities, supreme, local, municipal, or otherwise, that may be conducive to the Company's objects, or any of them, and to obtain from any such authority any rights, privileges, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions.
- (o) To let, the said Club House and premises, or any part or parts thereof for any term, and at any rent and on any special conditions and terms as may be thought expedient, and to furnish the same with all proper furniture, conveniences, and fittings, and to make arrangements concerning the enjoyment and renewal of the said furniture, conveniences, and fittings.
- (p) To do all such other things as are incidental or conducive to the attainment of the above objects.

4.—The liability of the members is limited.

5.—The Capital of the Company is £1,500 divided into 3,000 shares of 10/- each, with power to issue any shares in the original or in any new Capital as preference shares.

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 Description of Subscribers.	Number of Ordinary Shares taken by each Subscriber.
Joseph Houlden Southlands Horsforth Valuer	Two
J. Louis Kirk Discholme Terrace Horsforth Chartered Accountant	Two
William Arthur Young Southlands Horsforth Commercial Traveller	Two
Charles Beale Layer Hawthorne Vale Horsforth	Two
George Scott Provision Merchant New Lane Horsforth	Two
Frank Wale 15. Micklegate Road Rawdon Banker.	Two
Geo. H. Wilkinson Villa Rosa Horsforth Insurance Manager	Two

Dated this 25th day of April 1913.

WITNESS to the above Signatures of

William L. Myers

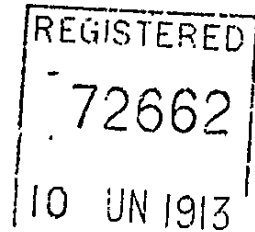
John N. 45 Albion St.
Leeds



129494

The Companies (Consolidation) Act, 1908.

COMPANY LIMITED BY SHARES.



Articles of Association

OF

The Horsforth Club,

LIMITED.

1.—The regulations contained in the Table marked "A" in the First Schedule to The Companies (Consolidation) Act, 1908 (hereinafter called "Table A") shall not apply to this Company.

2.—In these presents unless the contrary be expressed, or there be something in the subject or context consistent therewith:—

"The Company" means "The Horsforth Club, Limited."

"The Directors" means the Directors for the time being of the Company, or, as the case may be, the Directors assembled at a Meeting of Directors, at which a quorum is present.

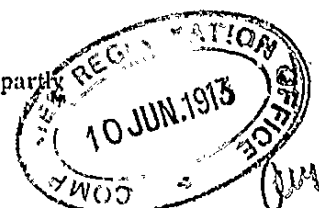
"Member" means and includes every person who has agreed to become a holder of a share or shares in the Company, and whose name is entered on the Register as the holder of a share or shares.

"The Office" means the Registered Office for the time being of the Company.

"The Register" means the Register of Members to be kept pursuant to Section 25 of the Companies (Consolidation) Act, 1908.

"Month" means calendar month.

"In writing" means written or printed or partly written and partly printed.



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Words importing the singular number only, include the plural number and vice versa.

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned thereto respectively by the Companies (Consolidation) Act, 1908, Section 69.

3. The business of the Company shall not be commenced nor shall any borrowing powers of the Company be exercised unless the conditions specified in section 87 of the Companies (Consolidation) Act, 1908 (so far as such conditions apply to the Company) have been complied with.

SHARES.

4.—The Directors shall not proceed to the allotment of, and no allotment shall be made of any share capital of the Company offered to the public for subscription, unless at least Fifty shares of such share capital payable in full in cash has been subscribed, and the sum payable on application therefore has been paid to and received by the Company.

5.—The amount payable on application on each share of the Company offered to the public for subscription shall not be less than 50 per cent. of the nominal amount of the Share.

7.—If by the conditions of allotment of any Share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the Share.

8.—A Share shall not be held jointly, nor several persons registered as joint holders of any Share, nor shall a Share be sub-divided.

9.—The Company shall not be bound by or recognise any equitable contingent future or partial interest in any Share, or (except only as by these presents is otherwise expressly determined) any other right in respect of a Share, than an absolute right thereto in the person from time to time registered as the holder thereof.

CERTIFICATES.

10.—The Certificates of title to Shares shall be issued under the Seal of the Company, and signed by two Directors, and counter-signed by the Secretary for the time being, or some other person appointed by the Directors.

11.—Every member shall be entitled to a Certificate for the Shares registered in his name. Every Certificate of Shares shall specify the number of the Shares in respect of which it is issued, and the amount paid up thereon.

12.—If any Certificate be worn out or defaced, then upon production and delivery thereof to the Directors they may order the same to be cancelled and may issue a new Certificate in lieu thereof; and if any Certificate be lost or

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N.A.G.
J.H.
J.H.
G.S.
E.M.
S.H.W.

destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. For every Certificate issued under this Clause there shall be paid to the Company the sum of One Shilling or such smaller sum as the Directors may determine.

CALLS.

13.—The Directors may from time to time make such Calls as they think fit upon the members in respect of all moneys unpaid on the Shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, provided that 7 days' notice at least be given for each Call, and each member shall be liable to pay the amount of the Call so made on him to the persons and at the times and places appointed by the Directors. A Call may be made payable by instalments.

14.—A Call shall be deemed to be made at the time when the resolution of the Directors authorising such Call was passed.

15.—If the sum payable in respect of any Call or instalment be not paid before or on the day appointed for payment thereof the holder for the time being of the Share in respect of which the Call shall have been made or the instalment shall be due, shall pay interest for the same at the rate of £5 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors shall determine.

16.—The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys due upon the Shares held by him beyond the sums actually called for, and upon money so paid in advance, or on so much thereof as from time to time exceeds the amount of Calls then made upon the Shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon.

TRANSFER OF SHARES.

17.—Any holder of a Share who proposes to transfer the same shall serve notice of such proposal on the Company, the notice shall be in writing under the hand of the proposer; it shall specify the Share or Shares to be transferred, and the name of the proposed transferee.

18.—The Directors shall, within 40 days from the service of the notice declare (on a vote to be taken by ballot) their assent or dissent from the proposed transfer, in writing, addressed to the proposer, and sent by post to, or left at, his registered place of abode. If they do not declare their dissent within such period of 40 days they shall be deemed to have assented to the transfer, and the same shall be registered accordingly.

19.—The power of the Directors to object to any proposed transfer shall be absolute and final, and shall not be the subject of appeal to any other authority, and no transfer shall be registered or have any effect without the consent of the Directors given in manner aforesaid.

20.—The instrument of transfer of any Share in the Company shall be executed by both the transferor and the transferee, and the transferor shall be deemed to remain a holder of such Share until the name of the transferee is entered in the register book in respect thereof.

21.—Shares in the Company shall be transferred in the following form:—

I, _____ of _____ paid to me
in consideration of the sum of _____
by _____ of _____
do hereby transfer to the said _____ standing in
the Share (or Shares) numbered _____
my name in the books of The Horsforth Club Limited, to hold unto the
said _____ his executors, adminis-
trators, and assigns, subject to the several conditions on which I held
the same at the time of the execution thereof; and I the said _____
hereby agree to take the said Share (or
Shares) subject to the same conditions.

As witness our hands the _____ day of _____ 191 .

22.—The Directors may decline to register any transfer of Shares made by a member who is indebted to the Company.

23.—The transfer book shall be closed during the 14 days immediately preceding the Ordinary General Meeting in each year.

24.—A fee not exceeding two shillings and sixpence may be charged for each transfer, and shall be paid before the registration thereof.

TRANSMISSION AND FORFEITURE OF AND LIEN ON SHARES.

25.—Any member who shall become bankrupt, or shall file a petition for liquidation of his affairs, or composition with his creditors, or make any assignment for the benefit of his creditors, shall ipso facto cease to be a member of the Company, and his Share or Shares shall thereupon be forfeited to the Company, and the same shall be offered for sale by the Directors to the members by ticket, and sold for the highest price offered for the same, and the amount realised by such sale, after payment of all costs and expenses connected therewith, be accounted for and paid to the person or persons who, but for this clause, would have been entitled to such Share or Shares.

26.—On the death of any member his Share or Shares shall be forfeited to the Company, and the same shall be offered for sale by the Directors in the manner prescribed in the last clause, and the amount realised by such sale, after payment of all costs and expenses connected therewith, be accounted for and paid to the executors or administrators of the deceased member, who shall be the only persons recognised by the Company as having any right thereto.

27.—In the event of any person who may be entitled to receive the proceeds of any sale directed to be made under either of the two last preceding clauses failing, within 12 calendar months from the happening of the event causing such sale, to produce such evidence of right and title to receive such moneys as the Directors shall reasonably require, it shall be lawful for the

Directors, if they shall think fit, to declare that the moneys to which such person has become so entitled are forfeited to the Company.

28.—If any member shall be guilty of misconduct which shall be reported in writing by three or more members to the Directors, the Directors shall consider the same and shall have power to adjudicate upon such complaint, and may, by resolution, declare the Share or Shares of the member against whom such report shall be made forfeited, and thereupon such member shall cease to be a member of the Company, and his Share or Shares shall be sold in manner prescribed by clause 25 of these presents and the amount realised by such sale, after payment of all costs and expenses connected therewith, be accounted for and paid to the member whose Share or Shares shall be forfeited as aforesaid.

29.—If any member fails to pay any Call on the day appointed for payment thereof the Directors may, at their discretion at any time thereafter, during such time as the Calls remain unpaid serve a notice on him requiring him to pay such Call, together with interest and any expenses that may have accrued by reason of such non-payment.

30.—The notice shall name a further day on or before which such Call and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place where payment is to be made, the place so named being either the Registered Office of the Company or some other place at which Calls of the Company are usually made payable. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the Shares in respect of which such Call was made will be liable to be forfeited.

31.—If the requisitions of any such notice as aforesaid are not complied with, any Share in respect of which such notice has been given may, at any time thereafter, before payment of all Calls, interest, and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect.

32.—Any share or Shares so forfeited shall be deemed to be the property of the Company, and may be disposed of in such manner as the Directors shall think fit.

33.—Any member whose Shares have been forfeited shall, notwithstanding, be liable to pay the Company all Calls owing upon such Shares at the time of the forfeiture.

34.—The Company shall have a first and paramount lien upon all the Shares registered in the name of each member for his debts, liabilities, obligations, and engagements, to or with the Company, whether the period for payment, fulfilment, or discharge thereof shall have actually arrived or not; and such lien shall extend to all dividends from time to time declared in respect of such Shares. Unless otherwise agreed, the registration of a transfer of Shares shall operate as a waiver of the Company's lien (if any) on such Shares.

35.—For the purpose of enforcing such a lien the Directors may sell the Shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writ-

ing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in payment, fulfillment, or discharge, of such debts, liabilities, or engagements, for seven days after such notice.

36. The net proceeds of any such sale as last aforesaid shall be applied in or toward satisfaction of such debts, liabilities, obligations, or engagements, and the residue (if any) paid to such member, his executors, administrators, or assigns.

37.—A statutory declaration in writing to the Secretary and a Director of the Company, nominated by a resolution of the Directors of the Company to make such declaration, that the forfeiture of, or enforcement of lien upon any Share or Shares has taken place, shall be sufficient evidence of the fact of such forfeiture or enforcement as against all persons entitled to such Share, and such declaration and the receipt of the Company for the price of such Share shall constitute a good title to such Share, and a certificate of proprietorship shall be delivered to the purchaser and thereupon he shall be deemed the holder of such Share discharged from all Calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to such Share be affected by any irregularity in the proceedings in reference to such sale.

INCREASE AND REDUCTION OF CAPITAL.

38.—The Company may from time to time by resolution of a General Meeting increase its Capital by the creation of new Shares of such amount as may be deemed expedient.

39.—Subject to any directions to the contrary that may be given by the Meeting which sanctions the increase of Capital, all new shares shall be offered in the first instance to all the then members in proportion to the amount of Capital held by them, and such offer shall be made by notice specifying the number of Shares to which the member is entitled, and limiting a time within which the offer if not accepted will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the Shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company.

40.—Except so far as otherwise provided by the conditions of issue or by these presents, any Capital raised by the creation of new Shares shall be considered part of the original Capital and shall be subject to the same provisions with respect to the payment of Calls and instalments, transfer and transmission, forfeiture, lien surrender, dividends, and otherwise.

41.—The Company may from time to time by Special Resolution reduce its Capital by paying off Capital, or cancelling Capital which has been lost or is unrepresented by available assets, or by reducing the liability on the Shares, or otherwise as may seem expedient, and Capital may be paid off on the footing that it may be called up again or otherwise. The Company may also subdivide or consolidate its Shares or any of them.

BORROWING POWERS.

42.—The Directors may from time to time raise or borrow any sum or sums of money for the purposes of the Company.

43.—The Directors may raise or secure the repayment of such monies in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of Debentures or Debenture Stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled Capital for the time being.

44.—Debentures and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.

45.—Any debentures, bonds, or other securities may be issued at a discount premium or otherwise, or in such other manner as the Directors shall determine.

46.—The Directors shall cause a proper register to be kept, in accordance with Section 106 of the Companies (Consolidation) Act, 1908, of all mortgages and charges specifically affecting the property of the Company.

GENERAL MEETINGS.

47.—The first General Meeting shall be held at such time (not being less than one nor more than three months after the registration of the Memorandum of Association of the Company) and at such place as the Directors may determine. Subsequent General Meetings shall be held once in the year 1914 and in every subsequent year, at such time and place as may be prescribed in General Meeting, and if no other time or place be prescribed, at such time and place as may be determined by the Directors.

48.—The General Meetings referred to in the last preceding clause shall be called Ordinary General Meetings.

49.—The Directors may, whenever they think fit, and they shall upon a requisition made in writing by not less than one-fifth in number of the members of the Company, convene an Extraordinary General Meeting.

50.—Any such requisition shall specify the objects of the Meeting, and shall be signed by the members making the same, and shall be deposited at the Office. It may consist of several documents in like form each signed by one or more of the requisitionists. The Meeting must be convened for the purposes specified in the requisition and, if convened otherwise than by the Directors, for those purposes only.

51.—Upon receipt of such requisition, the Directors shall forthwith proceed to convene an Extraordinary General Meeting. If they do not proceed to convene the same within 21 days from the deposit at the Office of the requisition, the requisitionists or any other members holding the required number of shares may themselves convene an Extraordinary General Meeting to be held within six weeks after such deposit.

52.—Seven clear days notice specifying the place, day and hour of meeting, and in case of special business the general nature of such business, shall

be given, by notice sent by post, or otherwise served as hereinafter provided. Whenever any meeting is adjourned for 21 days or more, at least 5 clear days' notice of the place, day, and hour of meeting of such adjourned meeting shall be given in like manner.

53.—The non-receipt of any such notice by any member shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS.

54.—The business of an Ordinary Meeting other than the first one, shall be to receive and consider the profit and loss account, and the balance sheet, the report of the Directors and Auditors, to elect Directors and other officers in the place of those retiring by rotation to declare Dividends, and to transact any other business which under these presents ought to be transacted at an Ordinary Meeting, and any business which is brought under consideration by the Report of the Directors issued with the notice convening such Meeting. All other business transacted at any Ordinary Meeting and all business transacted at an Extraordinary Meeting shall be deemed special

55.—For all purposes the quorum for a General Meeting shall be three or more members personally present. No business shall be transacted unless the quorum requisite be present at the commencement of the business.

56.—If within half-an-hour from the time appointed for the Meeting a quorum be not present the Meeting, if convened upon such requisition as aforesaid, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if at such adjourned Meeting a quorum is not present those members who are present shall be a quorum and may transact the business for which the Meeting is called.

57.—The Chairman of the Board of Directors shall be entitled to take the Chair at every General Meeting, or if there be no Chairman or if at any Meeting he shall not be present within 15 minutes after the time appointed for holding the Meeting, the members present shall choose another Director as Chairman, and if no Director be present or if all the Directors present decline to take the Chair, then the members present shall choose one of their number to be Chairman.

58.—The Chairman of a General Meeting may, with the consent of the Meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

59.—Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in case of an equality of votes the Chairman shall both on show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member. At any General Meeting, unless a poll is demanded in writing by at least 5 members, a declaration by the Chairman that a resolution has been carried or carried by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Book of Proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

60.—If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the Meeting shall direct, and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

61.—Any poll duly demanded on the election of the Chairman of a Meeting or any question of adjournment shall be taken at the Meeting, and without adjournment.

62.—The demand of a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the business on which a poll has been demanded.

VOTES OF MEMBERS.

63.—Every member shall have one vote for the first 2, 3, 4, or 5 Shares held by him in the Company, and shall have an additional vote for every additional five Shares.

64.—Votes shall be given personally and not by proxy.

65.—No member shall be entitled to be present or to vote on any question at any General Meeting, or upon a poll to be reckoned in a quorum, whilst any Call shall be due and payable to the Company in respect of any Shares of such member; and no member shall be entitled to be present and vote in respect of any Share that he has acquired by transfer at any Meeting held after the expiration of 6 calendar months from the registration of the Company, unless he has been possessed of the Share in respect of which he claims to vote for at least 3 months previously to the time fixed for holding the meeting at which he proposes to vote, or (if such Meeting be an adjourned one, to the time fixed originally for holding the Meeting of which it is an adjournment.

DIRECTORS.

66.—Unless otherwise determined by a General Meeting the number of the Directors shall not be less than 3 or more than 5, but the continuing Directors may act notwithstanding any vacancy in their body.

67.—The following persons shall be the first Directors of the Company, viz.:—Samuel Grant, James Archibald Purchas, John Henry Wilkinson, John Hodgson Rayner, and William Henry Billington.

68.—The Directors shall have power from time to time and at any time, to appoint any other persons to be Directors, but so that the total number of Directors shall not exceed the maximum number named in Article 66, and so that no appointment shall have effect unless two-thirds at least of the Directors concur therein. Any such appointment shall be subject to confirmation at the next General Meeting of the Company.

69.—The remuneration of the Directors, if any, shall be determined by the Company in General Meeting.

70.—The qualification of every Director shall be the holding of 10 Shares in the Company. A Director may act before acquiring his qualification, but

- shall in any case acquire the same within one month from his appointment, and unless he shall do so he shall be deemed to have agreed to take the said Shares from the Company, and the same shall be allotted to him accordingly.

DISQUALIFICATION OF DIRECTORS.

71.—The office of a Director shall be vacated:—

- (a) If he accept or hold any other office or place of profit under the Company.
- (b) If he become bankrupt, or suspend payment, or compound with his creditors.
- (c) If he be found lunatic or become of unsound mind.
- (d) If he cease to hold the qualifying number of Shares, or do not acquire the same within one month after election or appointment.
- (e) If by notice in writing to the Company he resign his office.
- (f) If he absents himself from the Meetings of the Directors during a period of 6 calendar months, without special leave of absence from the Directors.
- (g) If he is requested in writing by all his co-directors to resign.

72.—No Director shall be disqualified or fettered by his office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or arrangement, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relations thereby established, but the nature of his interest must be disclosed by him at the Meeting of the Directors at which the contract or arrangement is determined on if his interest then exist, or in any other case at the first Meeting of Directors after the acquisition of his interest, and no Director so interested shall vote in respect of any contract or arrangement in which he is so interested, and if he do vote his vote shall not be counted. A Director may by himself or his firm (if any) in any business or professional capacity for the Company, and shall be entitled to remuneration for services rendered as aforesaid, as if he were not a Director.

ROTATION OF DIRECTORS.

73.—At the Ordinary General Meeting to be held in the year 1914 the whole of the Directors shall retire from office, and at every succeeding Ordinary General Meeting one-third of the Directors, or if their number is not a multiple of three, then the number nearest to but not exceeding one-third shall retire from office.

74.—The one-third or nearest number to retire at the Ordinary General Meeting in the year 1914 shall, unless the Directors agree among themselves, be determined by lot. In every subsequent year the one-third or nearest number who have been longest in office shall retire. As between two or more who have been in office an equal length of time the Directors to retire shall, in default of

agreement between them be determined by lot. A retiring Director shall be eligible for re-election.

75.—The Company at any General Meeting at which any Directors retire in manner aforesaid shall fill up the vacated places by electing a like number of persons to be Directors, and without notice in that behalf may fill up other vacancies.

76.—If at any Annual Meeting at which an Election of Directors ought to take place the places of retiring Directors are not filled up, the retiring Directors or such of them as have not had their places filled up, shall, if willing to continue in office until the Ordinary Meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such Meeting to reduce the number of Directors.

77.—The Company in General Meeting may from time to time increase or reduce the number of Directors, and may also determine in what rotation such increase or reduced number is to go out of office.

78.—The Company in General Meeting may by Extraordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

79.—Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but any person so chosen shall retain office so long only as the vacating Director would have retained the same had no vacancy occurred.

80.—No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting unless he or some other member intending to propose him has at least 7 clear days before the Meeting left at the office of the Company a notice in writing, duly signed, signifying his candidature for the office, or the intention of such member to propose him.

PROCEEDINGS OF DIRECTORS.

81.—The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings and proceedings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined three Directors shall be a quorum. It shall not be necessary to give notice of a Meeting of the Directors to a Director who is not within the United Kingdom. Questions arising at any Meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director may at any time, and the Secretary shall upon the request of a Director, summon a Meeting of the Directors.

82.—The Directors may elect a Chairman of their Meeting and determine the period for which he is to hold office, but if no such Chairman is elected or if at any Meeting the Chairman is not present at the time for holding the same the Directors present shall choose some one of their number to be a Chairman of such Meeting. A Meeting of the Directors for the time being at which a quorum

is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally. And a resolution in writing signed by all the Directors in England shall be as valid and effective as a resolution passed at a Meeting of the Directors duly convened and held.

83.—The Directors may delegate any of their powers to Committees consisting of such member or members of their body as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed by the Directors. The Chairman shall be ex-officio a member of all Committees.

84.—The meetings and proceedings of any such Committee consisting of two or more members, shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding clause.

85.—All acts done by any Meeting of the Directors or of a Committee of Directors or any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director.

POWERS OF DIRECTORS.

86.—The business of the Company shall be managed by the Directors, who shall pay all expenses, preliminary and incidental, to the promotion, formation, establishment, and registration of the Company, and may purchase such lands and hereditaments, and also any personal property, goods and chattels on such terms as they may from time to time think advisable, and erect any buildings and lay out any grounds for the Company, or alter the same, and they may sell, let, or lease any lands or buildings which may be purchased or acquired by the Company, and they may pay for any property purchased for the Company, and for the erection of any such buildings, and they may from time to time borrow, pay off, and re-borrow such sums of money as they may deem expedient, either by way of mortgage of the whole or any part of the property of the Company, or by bonds or debentures or in such other manner as they may deem best, but so, however, that the total amount thus borrowed, or re-borrowed or due from the Company at any time do not exceed £1,000, and they may make and carry into effect any arrangement for the purpose of securing the repayment of the money so borrowed and interest by conveying any property of the Company to the lender or lenders otherwise, and may appoint and at their pleasure remove, suspend, or dismiss any Secretary or Manager as well as such other officers, clerks, and servants of the Company (except auditors), for permanent, temporary, or special services, as they from time to time may deem expedient, and they may also, (save in the case of auditors) determine the duties, powers, remuneration, and salaries of the secretary, manager, clerks, and servants of the Company, and may pay such salaries out of the moneys of the Company, and may institute, conduct, defend, compound, or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the

Company, and also compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the Company, and may invest and deal with any of the moneys of the company not immediately required for the purposes thereof upon such securities and in such manner as they think fit, and from time to time vary or realise such investments, and may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a Reserve Fund to meet contingencies or for equalising dividends or for repairing, improving, and maintaining any of the property of the Company, and for such other purposes as the Directors shall think conducive to the interests of the Company, with full power to employ the assets constituting the Reserve Fund in the business of the Company without being bound to keep the same separate from the other assets, and also may exercise all such powers of the Company as are not by the foregoing Act, or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to any regulation of these Articles to the provisions of the Statutes, and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in General Meeting, but no regulations 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. Generally they may enter into all such negotiations and contracts, and rescind and vary all or any of such contracts, and do such acts, deeds, and things, in the name and on behalf of the Company, as they may consider advisable for or in relation to any of the matters aforesaid or otherwise for the proper and efficient carrying on of the business of the Company.

87.—The continuing Directors may act notwithstanding any vacancy in their number.

88.—The Directors may from time to time by instrument under seal, make regulations in relation to the Company and may at any time in like manner annul or vary any regulations so made; and all regulations so made and for the time being in force shall be binding on the members of the Company, and shall have full effect accordingly; and it is expressly declared that the following shall be deemed to be regulations in relation to the Company within the meaning of this clause, that is to say, regulations:—

- (1) As to persons eligible for membership of the Company.
- (2) As to the conditions on which persons shall be admitted to membership of the Company.
- (3) As to the cases in which persons shall be entitled to life membership of the Company.
- (4) As to the entrance fees (if any) payable in respect of membership of the Company.
- (5) As to the annual, quarterly, or other subscriptions or payments to be payable by the members of the Company.
- (6) As to honorary members and visitors.
- (7) As to the manner in which membership of the Company, whether for life or otherwise, may be terminated or shall determine.
- (8) As to rights and privileges which shall be accorded to members of the Company.

- (9) As to the qualifications, restrictions and conditions, which shall be attached to members of the Company.
- (10) As to arrangements with any other Companies, Clubs, or Associations for reciprocal concession or otherwise.
- (11) As to committees of members in connection with the management of the Company, and as to the appointment, removal, qualification, disqualification, duties, functions, powers and privileges, of members of any such committees.
- (12) As to suspension of membership.
- (13) As to expulsion of members.

89.—Every cheque, promissory note, or bill of exchange, which shall be drawn, made, signed, accepted, or endorsed by or on behalf or on account of the Company, shall be drawn, made, signed, accepted, or endorsed by the person or persons affected, and authorised by the Directors.

90.—Every receipt for purchase or mortgage money shall be under the Seal of the Company, and be signed by two of the Directors, one being the Chairman and the Secretary, and shall be an effectual discharge for the monies therein expressed to be received and shall exonerate every person, company, or corporation paying the same from seeing to the application thereof, or being answerable for the mis-application or non-application thereof.

BANKERS.

91.—The Bankers of the Company shall be THE LONDON JOINT STOCK BANK LTD., at Horsforth, or such other Bankers as the Directors shall decide.

THE SEAL.

92.—The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given and in the presence of two Directors at the least, who shall sign every instrument to which the Seal is affixed, and every such instrument shall be countersigned by the Secretary for the time being or some other person appointed by the Directors.

DIVIDENDS.

93.—Subject as aforesaid the profits of the Company shall be divisible amongst the members in proportion to the amounts paid up on their Shares.

94.—The Company in General Meeting, may, from time to time direct a distribution of profits by way of a Dividend in accordance with the last preceding Clause hereof; provided, nevertheless that where Capital is paid up in advance of Calls, upon the footing that the same shall carry interest such Capital shall not whilst carrying interest confer a right to participate in profits.

95.—No dividend shall be payable except out of the profits arising from the business of the Company, and no Dividend shall carry interest.

96.—The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

97.—Unless otherwise directed, every Dividend may be paid by cheque or warrant, sent through the post to the registered address of the member entitled and every cheque so sent shall be made payable to the order of the person to whom it is sent.

98.—Notice of any Dividend that may have been declared shall be given to each member in manner hereinafter mentioned, and all dividends unclaimed for two years after having been declared, shall be forfeited to the Directors for the benefit of the Company.

ACCOUNTS.

99.—The Directors shall cause true accounts to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipts and expenditure take place, and of the assets, credits, and liabilities of the Company. The books of account shall be kept at the Registered Office of the Company, or at such other place or places as the Directors think fit.

100.—The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of members; and no member shall have any right of inspecting any account or book of the Company except as conferred by Statute or authorised by the Directors or by a resolution of the Company in General Meeting.

101.—At the Ordinary Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company made up to a date not more than two months before the meeting from the time when the last preceeding account and balance-sheet were made in case of the first account and balance-sheet, from the incorporation of the Company.

102.—The profit and loss account shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other matters. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the Meeting, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why a portion only of such expenditure is charged against the income of the year.

103.—Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of Dividend to the members, and the amount which they propose to carry to the Reserve Fund, according to the provisions in that behalf hereinbefore contained, and the account, report, and balance sheet, shall be signed by two Directors and countersigned by the Secretary.

104.—A copy of such account, balance sheet, and report shall, seven days previously to the meeting, be posted up in the Registered Office of the Company.

AUDIT,

105.—On 1st in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account, and the balance sheet thereof shall be ascertained by one or more Auditor or Auditors.

Names, Addresses and Description of Subscribers.

Joseph Boulden, Southlands, Horsforth, Valuer
 J. Louis Smith, Roseholme Terrace, Horsforth, Chartered Accountant.
 William Arthur Young Southlands Horsforth Commercial Traveller.
 Charles Jesse Hawthorne New Dyer
 George Scott Horsforth
 Newlay Horsforth Provision Merchant
 Frank Wallis 15. Micklegate Lane, Leeds. Banker.
 Jno. W. Wilkinson Villa Rosa Horsforth Insurance Manager

Dated this 25 day of April 1913

Witness to the above Signatures—

William H. H. Esq.

Theriot
 45 Albion St
 Leeds

DUPLICATE FOR THE FILE.

No. 129494



Certificate of Incorporation

I Hereby Certify, That the
Korsport Club, Limited

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

Given under my hand at London this Tenth day of June

One Thousand Nine Hundred and thirteen

Fees and Deed Stamps £ 4.7.6

Stamp Duty on Capital £ 3.15.0

/s/ Birtles

Assistant Registrar of Joint Stock Companies.

Certificate received by C. Gray for Glover & Co

14 Bell Yard

Temple Bar

Date 13 June 1913