f Certificate 61564

Form No. 19.

Sheffield United Cricket and Football Club

~~COMPANY~~, LIMITED.

REGISTERED
19394
18 APR 1899

STATEMENT of the Nominal Capital made pursuant to s. 112 of 54 and 55 cap. 39, Stamp Act, 1891. (NOTE.—The Stamp Duty on the Nominal Capital is shillings for every £100 or fraction of £100.)

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

ted for registration by

H. G. Campion & Co.

92 & 94 Queen Street E.C.

13 APR 1899

The NOMINAL CAPITAL of the Sheffield United Cricket & Football Club ~~Company~~, Limited,

is £ 20,000, divided into 477 original shares of £ 20 each. & 1046 Shares of £10 each.

Signature W. G. Campion & Co.
Solrs
Agents for
Cleff & Sons
Sheffield

Description

Date 13th April 1899

Memorandum

AND

Articles of Association

OF THE

Sheffield United Cricket and Football Club, Limited.

40301 61564

THE COMPANIES' ACTS, 1862 to 1893.

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

The Sheffield United Cricket and Football Club, Limited,

REGISTERED
19995
18 APR 1899

1. The name of the Company is "The Sheffield United Cricket and Football 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 take over the assets and liabilities of the unregistered Association now known as "The Sheffield United Cricket Club," on terms contained in an Agreement made between Joseph Beckett Wostinholm, on behalf of himself and all other the present members of the said Club, and Henry Herbert Stones, as agent for and on behalf of the Company, and to carry such Agreement into effect, with such alterations and modifications as may hereafter be mutually agreed upon.

(b) To purchase or otherwise acquire a freehold Estate, situate in the City of Sheffield, and known as the Bramall Lane Cricket and Football Ground, upon the terms contained in an Agreement dated the 11th day of February, 1899, made between the Most Noble Henry Duke of Norfolk, of the one part, and The Sheffield United Cricket Club of the other part, and to carry such Agreement into effect, with such alterations and modifications as may hereafter be mutually agreed upon.

(c) To promote the practice and play of cricket, football, lacrosse, lawn tennis, racquets, bowls, bicycle and tricycle riding, running, jumping, the physical training and development of the human frame, and other athletic sports, games, and exercises of every description, dancing, concerts, theatrical and other entertainments, exhibitions; printers and publishers; and any other games, pastimes, sports, recreation, amusements, or entertainments; but not including pigeon shooting or rabbit coursing, nor any race-running for money. And to buy, exchange, or hire all articles, implements,

fixtures, furniture, apparatus, and things used in the playing or practice of such games or pursuits, and any other implements or things used or required by the members of the Company, or for the promotion of the objects of the Company.

(*d*) To hold, carry on, or arrange for and conduct cricket, football, and other athletic sports, games, matches, competitions, or entertainments; and for that or any other lawful purpose to engage such person or persons as may be deemed necessary, and to remunerate any person or company for services rendered to the Company.

(*e*) To effect insurance against accidents to the players, also against fire, damages, or burglary to the buildings or properties of the Company.

To invest the monies of the Company, not immediately required, upon such securities as may from time to time be determined.

(*f*) To lay out and prepare the lands of the Company for any of the purposes authorised, and also to build and erect such buildings, stands, walls, gates, fences, entrances, and other erections as may from time to time be required for the purposes of the Company, and to remove or enlarge, or otherwise alter, rebuild, improve, repair, or deal with any such stands, buildings, and premises, or any other property of the Company.

(*g*) To join in and promote the competitions for Challenge Cups, or other similar competitions, for the purposes of the Company or for the benefit of charities or other like objects.

(*h*) To improve, revise, amend, establish, or alter the rules regulating any or all of the sports and pastimes above enumerated, and to join or subscribe to any Union or Association for the like objects.

(*i*) To co-operate or join with any person or persons, Club, Company, or Association having the same or like objects, in any manner and for any purpose which may be thought proper in furtherance of the objects of the Company.

(*j*) To acquire, or undertake the whole or any part of the business assets of any person, firm, or Company, carrying on any of the businesses or objects which this Company is authorised to carry on and as part of the consideration for such acquisition to undertake the liabilities of such person, firm or Company, or to acquire an interest in, amalgamate with, or enter into any arrangements for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, firm or Company, and to give, or accept by way of consideration for any of the acts or things aforesaid, any shares, debentures, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any shares, debentures, or securities so received.

(*k*) To take, or otherwise acquire, and hold Shares in any other Company having objects altogether, or in part similar to those of this Company, or carrying on any business capable of being conducted so as to directly or indirectly benefit this Company.

(*m*) To acquire and hold, by purchase, lease, or otherwise, any lands, buildings, tenements, hereditaments, or premises or property of any other description which may from time to time or at any time be required by the Company to promote the objects of the Company; and to sell, exchange, mortgage, improve, develop, alter and repair, lease, underlet, assign, let for hire, and generally to manage or otherwise deal with or dispose of all or any part or parts of the lands, buildings, tenements, hereditaments, and premises or other property, goods, chattels and effects of the Company, for such interests and upon and subject to such terms and conditions, and at such rents or other payments, and for such purposes and generally in such manner, as the Company shall from time to time think proper.

(*n*) To carry on the business of Restaurant Proprietors upon, or in connection with, any premises of the Company, and for that purpose to buy and sell comestibles, cigars, tobacco, wine, spirits, and beverages of all kinds, and other articles usually dealt in.

(*o*) To carry on the business of Cricket, Football, and Athletic Outfitters of every description.

(*p*) To apply the funds of the Company to charitable purposes, or in subscriptions to any fund, club, or institution as may be deemed desirable.

(*q*) To permit and allow any person or persons, club or society, to use and enjoy the said grounds, lands, buildings, tenements, and hereditaments for such purposes and upon such terms and conditions as shall be fixed and determined.

(*r*) To borrow and raise money, by mortgage or charge of the property, and in particular by the issue of Debentures or Debenture Stock, Bonds, Acceptances, Promissory Notes, or other negotiable instruments of the Company, and either with or without the whole or any part of the property or assets of the Company being given as security for such money, and generally in such manner and upon such terms as the Company shall think fit, and to pay off or re-borrow such money in such manner and upon such terms as may appear fit or expedient.

(*s*) To raise money by subscription, and to grant any rights and privileges to subscribers, and to do all such things as are incidental or conducive to the attainment of the above objects or any of them.

(*t*) To pay all or any expenses incurred in connection with the formation, promotion, and incorporation of the Company.

(*u*) To do all such other lawful acts and things as are incidental or conducive to the attainment of the objects or any of them.

4. The liability of the Members is limited.

5. The Capital of the Company is £20,000, divided into 477 Original Shares of £20 each, and 1046 Shares of £10 each, with power to increase or reduce the same, and to issue any part of the original or increased Capital with such preferences, priorities, rights, or privileges, or subject to such restrictions, or with rights postponed or deferred in such manner as the Company in General Meeting may determine.

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

Names, Addresses, and Descriptions of Subscribers.	*Number of Shares taken by each Subscriber.*
Joseph Beckett Nicholson 343 Sharrowlane Sheffield Chartered Accountant	one original share.
Arthur Neal Ryegate Taylor Crescent Rd. Sheffield Solicitor	one original share.
Harry Lockwood 122 Cockshaw St Sheffield Surveyor	one original share.
Edwin Barber 60 Broomgrove Road Sheffield Steel Manufacturer	one original share.
Daniel Heigh Wincobank Sheffield Coal Merchant	one original share.
Frank Clifton 42 Kenwood Road Sheffield Solicitor	one original share
Walter Lysons 74 High Street Sheffield Chartered Accountant	one original share.
Charles Edmund Peters The Manor Arms Executor Sheffield Solicitor	one original share.
Arthur Abney Tasker 22 Bank Street Solicitor Sheffield	one original share.

Dated this 12 day of April 1899.

Witness to all the above Signatures

Jno Chas Clegg
Solicitor
Sheffield

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THE COMPANIES ACTS, 1862 to 1893.

Articles of Association

OF

The Sheffield United Cricket and Football Club, Limited.

REGISTERED
19996
18 APR 1899

It is agreed as follows:

PRELIMINARY.

1. Table A in the first schedule of "The Companies Act, 1862," shall not apply to this Company.

2. Subject as hereinafter mentioned the Directors may carry out the objects of the Company whether the whole of the shares shall have been subscribed or not, and they may allot the shares as and when they think proper, provided they have previously been offered to present members of the Company.

3. The Directors shall forthwith affix the seal to the agreement with the Sheffield United Cricket Club mentioned in paragraph (a) of Clause 3 of the Company's Memorandum of Association, and shall also complete the agreement of the 11th day of February, 1899, mentioned in paragraph (b) of the said Clause 3, and the Directors on behalf of the Company shall carry the same agreements into effect, with full power nevertheless at any time and from time to time to agree to any modification of the terms of such agreements respectively, either before or after the execution thereof, and every member shall be deemed to have notice of the contents of the said agreements and to sanction the same.

4. Each holder of an original share will be entitled to one ticket of admission, which ticket shall be transferable, and shall admit to the ground and cricket pavilion the bearer and two other persons (ladies, or children under 14 years of age), on all occasions during the year when the ground is open to the public (except on 12 days during each year to be determined by the Directors).

Each holder of an original share shall also be entitled to become a member of the Yorkshire County Cricket Club upon the same terms as have heretofore applied to members of the Sheffield United Cricket Club.

5. No member, as such, shall be entitled to use the ground except as a spectator.

6. Any member using, or permitting his ticket to be used in an unauthorised manner, shall be deprived of the privilege attaching to such ticket for a period of 12 calendar months.

7. In the construction of the Memorandum and Articles of Association, unless the contrary is expressed, or is to be inferred from the context, words purporting the singular number only shall include the plural number, and the male shall include the female and vice-versa. "Special resolution" means a special resolution as defined by Section 51 of the Companies' Act, 1862. "Member" means a member of the Company, as defined by Section 23 of the Companies Act, 1862. "Original Shareholder" means the holder of one of the 477 original shares mentioned in the Memorandum of Association. "Directors" means the Board of Directors of the Company. "Office" means the registered office for the time being of the Company. "Month" means calendar month. Words importing persons include corporations, companies, partnerships, and associations, incorporated or unincorporated, as well as individuals.

CAPITAL.

8. The capital of the Company shall consist of 477 Original Shares of £20 each, and 1046 Shares of £10 each.

SHARES.

9. All the Shares in the Company shall be numbered in regular series, and every forfeited Share shall continue to bear the number by which the same was originally distinguished.

10. The Shares, except where otherwise provided, shall be allotted by, and at the discretion of, the Directors.

11. If two or more persons are registered as joint holders of any Share, they shall be severally, as well as jointly, liable for any call or other liability in respect of such Share. Any one of such persons may give effectual receipts for any dividend payable in respect of such Share, but the first named upon the Register shall, as regards voting, proxy, and service of notices, be deemed the sole owner thereof. Upon the death of a registered joint owner the surviving registered joint owners or owner shall be deemed by the Company to be absolutely entitled to the Share.

12. No person shall be recognised by the Company as having title to any fractional part of a Share, nor otherwise than as the sole holder or as a joint holder of the entirety of such Share. The Company shall not be bound by, or recognise any contingent future, partial, or equitable interest in the nature of a trust, or otherwise in any Share or any other right in respect of any Share except an absolute right thereto in the registered owner thereof for the time being, and except also as regards any executor or administrator, or trustee of a bankrupt, his respective right under these presents, or otherwise to become a member in respect of or to transfer any Share.

13. Every member shall, on payment of 2s. 6d, or such less sum as the Company may prescribe, be entitled to a Certificate under the Common Seal of the Company, signed by two Directors, and counter-signed by the Secretary, specifying the Share or Shares held by him and the amount paid up thereon, and any two or

more joint owners of a Share shall, for the purposes of this Clause, be treated as a single member, and the Certificate of any such Share shall be delivered to the first named upon the register.

14. If a Certificate be worn out or lost, it may be renewed on payment of 2s. 6d., or such other sum as the Directors may prescribe, provided such evidence as the Board deem reasonable be afforded of the title of the party applying for the renewal.

15. No person shall exercise any rights of a member until his name shall have been entered in the register of members, and he shall have paid all calls and other moneys for the time being payable on every Share in the Company held by him.

16. The Directors shall not employ the funds of the Company or any part thereof in the purchase of Shares of the Company.

CALLS ON SHARES.

17. All calls in respect of Shares shall be made at the discretion of the Directors, and shall be payable at the times and places appointed by the Directors.

18. Whenever any call is made, one month's notice at least shall be given to every person liable to the payment thereof, specifying the time and place of payment, and to whom such call shall be paid.

19. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call is passed.

20. If the call payable in respect of any Share is not paid before or on the day appointed for payment thereof, the holder for the time being of such Share shall be liable to pay interest for the same at the rate of £10 per cent. per annum from the day appointed for the payment thereof to the time of the actual payment.

21. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys remaining unpaid upon the Share or Shares held by him beyond the sums actually called for, and upon the moneys so paid in advance, or upon so much thereof as from time to time exceeds the amount of calls then made and due upon the Shares in respect of which such advance has been made, the Board may pay or allow out of the profits of the Company interest at such rate, not exceeding £5 per cent. per annum, as the member paying such sum in advance and the Board agree upon.

TRANSFER OF SHARES.

22. Shares in the Company shall be transferred in the following form:

I, of
in consideration of the sum of paid to me by
of do hereby transfer to the said
the share numbered standing in my name in the books of the Sheffield United Cricket and Football Club, Limited, to hold unto the said
his executors, administrators, and assigns, subject to the several conditions on which I hold the same at the time of the execution hereof. And I, the said
do hereby agree to take the said share subject to the said conditions.

As Witness our hands and seals the day of 189

Signed, sealed, delivered, &c.

23. The Directors may decline to register any transfer of a share made by a member who is indebted to the Company, or in the case of a share not fully paid up where they are not satisfied as to the financial responsibility of the proposed transferee, or where they are not satisfied that it is in the true interest of the Club that such transfer should take place.

24. Every deed of transfer duly executed by both transferor and transferee must be left at the registered office of the Company to be registered, accompanied with such evidence as the Directors may reasonably require to prove the title of the transferor, and with a registration fee of 2s. 6d., and thereupon the Company, subject to the powers vested in the Directors, shall register the transferee as a member, and retain the deed of transfer.

25. In no case shall the Directors be bound to enquire into the validity, authority, legal effect, or genuineness of any deed of transfer produced by a person claiming as transferee of any share in accordance with these Articles, and whether they abstain from so enquiring or do so enquire and are misled the transferor shall have no claim whatever upon the Company in respect of the share, but only if at all upon the transferee.

TRANSMISSION OF SHARES.

26. The executors or administrators of a deceased member shall be the only persons recognised by the Company as having any title to his share.

27. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may, upon such evidence being produced as may from time to time be required by the Directors, either be registered himself as a member or execute a transfer of the share to his nominee, subject in the case of a share not fully paid up to the approval of the nominee by the Directors. If such person shall elect to have his nominee registered in his stead he shall testify his election by executing to his nominee a transfer of the share and causing such transfer to be sent to the Company, and he shall not be freed from liability in respect of the share until his nominee shall have been registered as the holder thereof.

FORFEITURE OF AND LIEN UPON SHARES.

28. The Company shall have a primary lien upon the share of any member who may be either absolutely or contingently indebted or liable to the Company in any amount or on any account whatsoever, and that whether such member is indebted or liable solely or jointly with any other person or persons, and whether the debt or liability be actually payable or not, and the Directors may, after any such debt or liability has become actually payable by a resolution to that effect, absolutely forfeit the share of any member so indebted or liable to the Company as aforesaid, and may sell, dispose of, and transfer the same, and apply the proceeds of such sale in or towards the payment or satisfaction of the said debt or liability.

29. If any member fails to pay any call due on the appointed day, the Directors may at any time thereafter during such time as the call remains unpaid, serve a notice on him requiring him to pay such call, together with any interest which may have accrued by reason of such non-payment.

30. The notice shall name a further day and place, on and at which such call and interest are to be paid. It shall also state that in the event of non-payment at the time and place appointed, the share 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 and interest due in respect thereof has been made be forfeited, by a resolution of the Directors to that effect. Notice of the forfeiture shall be forthwith entered on the register of members.

32. Any share forfeited in either of these manners shall be deemed to be the property of the Company, and may be disposed of in such manner as the Directors may think fit. They shall have power, however, in case they think fit, within one year from the date of forfeiture, to remit such forfeiture on such terms as they shall think reasonable.

33. Any member whose Share has been forfeited shall, notwithstanding, be liable to pay to the Company all calls and interest owing upon such Share at the time of forfeiture without deduction or allowance for the value of the Share, and the same may be recovered by action at law.

34. A certificate under the seal of the Company, and signed by two Directors, stating that the Share therein mentioned has been duly forfeited, shall be conclusive evidence of such forfeiture, and such certificate and the receipt of the Company for the price of such Share shall constitute a good title to such share, and the 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 forfeiture or sale.

REDUCTION OF CAPITAL.

35. The Company may from time to time, by special resolution, reduce its capital in any manner allowed by law, and may sub-divide or consolidate its Shares or any of them.

36. Upon the sub-division of any Share into two or more Shares of less amount the holder of any one or more of such resulting Shares may be given a preference or priority over the holder of the other or others of such resulting Shares, in respect to the payment of dividends or distribution of surplus assets. But no preference or priority shall thereby be given over or in regard to the holder of any other Share or Shares.

37. If, and whenever the capital is divided into Shares of various classes, the rights and privileges of the holders of Shares of each class may be varied or modified by any arrangement which is sanctioned on the one hand by a special resolution of the holders of the Shares of such class, and on the other hand by a like resolution of the holders of the remaining Shares of the Company, each such resolution being passed at a separate meeting of the members entitled to vote thereat. Meetings of the holders of a class of Shares shall be subject as far as possible to the same rules and provisions as the meetings of the Company.

INCREASE IN CAPITAL.

38.—The members may at any Extraordinary General Meeting, convened expressly for such purpose, at which at least two-thirds of the members present shall vote therefor, increase the capital of the Company by the issue of new Shares.

39. The new Shares shall be issued upon such terms and conditions and with such rights, priorities, or privileges as the Company in General Meeting shall have directed, or if no direction shall have been given, as the Directors shall determine.

40. Any additional capital raised by the creation of such new Shares shall be considered as part of the original capital, and shall be subject to the same provisions in all respects, whether with reference to the payment of calls, the forfeiture of shares. or non-payment of calls or otherwise, as if it had been part of the original capital.

BORROWING POWERS.

41. The Company may raise or borrow money for the purposes of its business, and may secure the repayment of the same by mortgage or charge upon the whole or any part of the undertaking or property of the Company, present or future, including its uncalled or un-issued capital, and may issue Bonds, Debentures, or Debenture Stock, either charged upon the whole or any part of the property of the Company, present or future, or not so charged.

42. The Directors may exercise the borrowing powers hereinbefore given to the Company, and secure the repayment of the amounts so borrowed or raised in any manner in which the Company might so do.

43. If the Directors, or any of them, or any officer of the Company, shall become personally liable for the payment of any sum primarily due from the Company, they may execute, or cause to be executed, any mortgage, charge, or security over or affecting the whole or any part of the assets of the Company, by way of indemnity to secure the persons so becoming liable as aforesaid from any loss in respect of such liability.

GENERAL MEETINGS.

44. The first General Meeting shall be held within four months of the registration of the Company. One General Meeting of the Company shall be held in the month of June in every year, on such day and at such time and place as the Directors shall determine, and shall be called "The Annual Ordinary General Meeting." Each other General Meetings shall be called "An Extraordinary General Meeting." The Directors may, whenever they shall think fit, and shall upon receiving a requisition in writing signed by not less than 30 members, convene an Extraordinary General Meeting.

45. Such requisition shall express the objects of the meeting proposed to be called, and shall be served upon the Directors by being left at the registered office of the Company, and if they do not proceed to convene the meeting within 21 days from the receipt of such requisition the requisitionists may themselves convene the meeting.

46. Seven clear days' notice at the least specifying the day, time, and place of any meeting, and in case of special business the general nature of such business,

shall be given by circular or letter addressed and sent by post or delivered to the members, but the non-receipt of such notice by any member shall not invalidate the proceedings at such meeting.

47. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual Ordinary General Meeting with the exception of the consideration of the accounts, balance sheet, declaration of dividend, and the ordinary report of the Directors, and the election of Directors and auditor.

48. No business except the declaration of dividend shall be transacted at any General Meeting unless 10 members, whether directors or not, are present at the time when the meeting proceeds to business.

49. If within half an hour from the time appointed for the meeting the required number of members is not present, the meeting, if convened upon the requisition of the members, shall be dissolved. In every other case it shall stand adjourned till the following day at the same time and place, and if at such adjourned meeting the required number of members is not present, it shall be adjourned *sine die*, and in such case the Directors shall have power to transact the business for which such meeting was called as effectually as the meeting might have done.

50. The chairman of Directors, or if there is no chairman, or if he shall be absent or decline or neglect to take the chair, the vice-chairman of the Board of Directors shall preside as chairman at every General Meeting of the Company, and in case of an equality of votes he shall, in addition to his original vote, have a casting vote.

51. If there is no such chairman, or vice-chairman, or if at any meeting they shall be absent or decline or neglect to take the chair the members present shall choose one of their own number to be chairman of such meeting, who shall, in case of an equality of votes, have in addition to his original vote, a casting vote.

52. The chairman 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.

53. At any meeting a declaration by the chairman that a resolution has been carried, and an entry to that effect in the book of proceedings of the Company, shall be sufficient evidence of that fact without proof of the number or other proportion of the votes recorded in favour of or against such resolution.

54. All voting at a general meeting shall be by show of hands, unless such meeting shall resolve that the same shall be by ballot or otherwise, but the chairman shall have full power before taking such ballot, or other mode of ascertaining the number voting for or against, to proceed with and finish the other business to be transacted at the meeting.

VOTES OF MEMBERS.

55. Each member shall have one vote.

56. If two or more persons are jointly entitled to any share only one of such persons shall be entitled to vote in respect of the same.

57. Votes must be given personally and not by proxy.

58. The chairman, at all meetings, shall have a second or casting vote.

59. At any meeting, unless a poll is demanded by notice in writing signed by at least 10 members, a declaration by the chairman that a resolution has been carried and an entry to that effect in the book of proceedings of the Company, shall be sufficient evidence of the fact. If a poll is demanded in the above-mentioned manner, the same shall be taken in such manner as the chairman shall direct and the result of such poll shall be deemed to be the resolution of the meeting.

DIRECTORS.

60. The number and qualification of the Directors may from time to time be altered and fixed by a resolution of a general meeting, but until otherwise fixed the Directors shall be 20 in number and none but members shall be eligible as Directors.

61. The persons hereinafter named, shall be the first Directors of the Company, namely:—The Right Honourable Martin Bladon, Baron Hawke; Frank Stanley Jackson, John Charles Clegg, Wm. Chesterman, Wilfred Arthur Matthews, Charles Edward Jeffcock, Charles Edmond Vickers, Frank Atkin, Maurice John Dodworth, Charles Stokes, Joseph Beckitt Westinholm, David Haigh, Edwin Barber, Alfred Cattell, Arthur Neal, Thos. Bott, Arthur Abney Tasker, Harry Lockwood, Arthur Bingham, and Walter Sissons.

62. No Director shall be entitled to receive any remuneration in respect of his office as Director.

63. At the second and 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 one-third shall retire from office. The Directors who shall retire at the second and third ordinary general meetings shall be determined by lot unless the Directors agree among themselves. Retiring Directors shall be eligible for re-election.

ROTATION OF DIRECTORS.

64. Any casual vacancy occuring on the Board of Directors may be filled up by the Directors, but any person so chosen shall retain his office so long as the vacating Director would have retained the same if no vacancy had occurred.

65. If at any meeting at which an election of Directors ought to take place the places of the vacating Directors are not filled up, the vacating Directors, or such of them as have not had their places filled up, shall continue in office until the ordinary meeting in the next year, and so on from time to time until their places are filled up.

MANAGEMENT OF THE BUSINESS OF THE COMPANY.

66. The management of the Company shall be vested in the Directors under such regulations as they shall in their discretion think fit to establish, and they may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not by law or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of these articles, to the requirements of the law, and such regulations as may be from

time to time 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.

67. Subject to the restrictions herein and in the Memorandum of Association contained, the Directors shall have full power of management and control over the conduct and affairs of the Company, and of exercising all powers within the scope of the Memorandum of Association, and also power to do all acts and things which they may consider proper or advantageous for carrying out the objects of the Company, and in particular (but so as not to restrain the preceding generality) they shall have power to do the following things :—

(*a*) To appoint the bankers and solicitors of the Company, to engage and determine the duties and salaries of the secretary or secretaries, professional players, and servants of the Company, and to remove any of such persons at their discretion.

(*b*) To elect such persons as they shall approve of to be playing members of any club carried on by the Company upon such terms as they shall think fit.

(*c*) To acquire and undertake the whole or any part of the business and assets of any person, firm, or company carrying on any of the businesses or objects which this Company is authorised to carry on, and as part of the consideration for such an acquisition to undertake the liabilites of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition, or for mutual assistance with any such person, Firm or Company, and to give or accept by way of consideration for any of the acts or things aforesaid any Shares, debentures, or securities that may be agreed upon, and to hold and retain, or sell, mortgage, and deal with any Shares, debentures, or securities so received.

(*d*) To issue season or other tickets admitting the holders thereof to the grounds of the Company upon such terms and at such times and occasions and subject to such regulations as the Directors may determine.

(*e*) To use and dispose of, sell, or invest all the property or funds of the Company, and from time to time vary such investments at their discretion.

(*f*) To make, alter, and revoke all such rules, bye-laws, and regulations relative to the use of the property of the Company, and to the conduct or holding of the meetings for any of the purposes mentioned in the Memorandum of Association as they may deem fit and proper, provided that such bye-laws are not inconsistent with these Articles or with the Memorandum of Association.

(*g*) To exercise all powers and functions relating to the Company not hereby solely conferred upon the general meetings of the Company.

(*h*) To arrange such cricket, football, and other matches and athletic and other sports mentioned in the Memorandum of Association, and to make all

necessary arrangements for the holding thereof, and to fix and enforce a scale of charges thereto, and generally to carry out the objects of the Company.

(*i*) To hire an office for carrying out the objects of the Company.

(*k*) To draw upon the bankers of the Company for any sums necessary for payment and satisfaction of the debts and liabilities of the Company.

(*l*) To institute, conduct, defend, compromise, and abandon legal proceedings by and against the Company and its officers, and otherwise concerning the affairs of the Company.

(*m*) To enter into contracts for the Company, and rescind, alter, and vary the same, and to contract on behalf of the Company as may be necessary in carrying out the objects of the Company.

(*n*) To accept compromises of any debts due to the Company or of any claim or demands of the Company.

(*o*) To refer any claims and demands of and against the Company to arbitration, and to perform and observe the awards thereon.

(*p*) To borrow any money required for the objects of the Company upon such securities as they may determine upon.

(*q*) To make to every Annual Ordinary General Meeting a full and particular report of the affairs of the Company.

(*r*) To allot the shares of the Company.

(*s*) To make calls from time to time in respect of capital unpaid on shares, whatever be the number of shares actually taken up.

(*t*) To keep the register of members, the register of transfers, and the Seal of the Company, and to determine the form of the certificate of the shares.

(*u*) To authorise the affixing of the Seal of the Company to any document, which shall only be affixed under a resolution of the Board, and such authorisation shall be evidenced by the signatures of at least two Directors to every document whereto the seal may be affixed and countersigned by the Secretary.

68. Every receipt of the Company, signed by the Secretary, or by any two Directors, shall be an effectual discharge for the money therein expressed to be received.

69. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of the votes of the Directors present. The quorum of Directors shall be three.

70. If at any meeting the Chairman or Vice-Chairman be not present at the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting. In case of an equality of votes the Chairman, in addition to his original vote, shall have a casting vote.

71. Without prejudice to the general powers conferred upon the Directors, it is hereby declared that the Directors may from time to time delegate any of their powers (other than the power to make calls) to Committees consisting of such members of their body or of the Company, or partly of the one and partly of the other, as they think fit, and the Directors may partially or entirely delegate to any such Committee the management of the Company's undertaking, or any parts or part thereof, upon such terms as the Directors shall think fit, provided always that the Directors may at any time and from time to time withdraw such powers at their discretion.

72. A Committee may elect a Chairman of their meetings. If no such Chairman is elected, or if he is not present at the time appointed for holding the same, the members present shall choose one of their number to be Chairman of such meeting.

73. A Committee may meet and adjourn as they think proper. Questions arising at any meeting shall be determined by a majority of the votes of the members present, and in case of an equality of votes the Chairman, in addition to his original vote, shall give a casting vote.

74. All acts done by any meeting of the Directors or by a Committee of Directors or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, be as valid as if such Director or person had been duly appointed and was qualified to act.

75. The Directors shall cause minutes to be made in a book provided for that purpose :—

1. Of the names of the Directors present at each meeting of Directors and Committees.
2. Of all appointments of Officers made by the Directors.
3. Of all orders made by the Directors and Committees.
4. Of all Cheques drawn by the Directors upon the Bankers of the Company ; and
5. Of all resolutions and proceedings of the Company and of the Directors and Committees ;

And such minutes as aforesaid if signed by any person purporting to be the chairman of any general meeting of the Company, or of any meeting of the Directors, or of any Committee, shall be receivable in evidence.

DISQUALIFICATION OF DIRECTORS.

76. The office of a Director shall be vacated if he shall cease to be a shareholder in the Company, or if he fails to attend a meeting of the Directors for four consecutive months, except he is prevented by illness or his attendance is excused by the other Directors at their meetings, or if he becomes bankrupt or insolvent or compounds with his creditors, or if he become of unsound mind or be found a lunatic, or if he be convicted of an indictable offence, or if he gives the Company notice in writing that he resigns his office, or if he shall wilfully violate any clause

in these Articles, or if he contracts with the Company or is concerned in or participates in the profits of any contract with the Company except as shareholder of any other Company, or participates in the profits of any work done for the Company without declaring his interest at the meeting of the Directors or of any Committee at which such contract is determined on or work ordered if his interest then exists, or in any other case at the first meeting of the Directors or of such Committee, whichever first takes place after the acquisition of his interest, and no Director so interested shall vote at any such meeting on any question relating to such contract or work.

77. The Company in Extraordinary General Meeting may remove any Director before the expiration of his period of office and 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.

78. The continuing Directors may act notwithstanding any vacancy in their body.

THE SEAL.

79. 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 and in the presence of at least two Directors, who shall affix their signatures to every document so sealed, and shall be countersigned by the Secretary.

80. The Directors may from time to time cause to be broken up the Common Seal or any Official Seal or Seals of the Company, and may renew the same or cause any other seal or seals to be substituted therefor.

DIVIDENDS.

81. No dividend shall be payable except out of the profits arising from the business of the Company, and no larger dividend shall be declared than the maximum dividend allowed from time to time by the Football Association.

The Directors shall lay before the company in general meeting a recommendation as to the amount which they consider ought to be paid by way of dividend, which shall not exceed the maximum dividend from time to time allowed by The Football Association, and the Company shall declare the dividend to be paid, but such dividend shall not exceed the amount recommended by the Directors.

82. Subject to the rights of the holders of any shares entitled to any priority, preference, or special privilege, the net profits of the Company recommended by the Directors for dividend, shall be divisible by way of dividend among the members of the Company in proportion to the amount paid up by them respectively on their shares.

83. The Directors may deduct from the dividends payable to any member all such sums of money as may be due from him to the Company on account of calls or otherwise.

84. Notice of any dividend that may have been declared shall be given to each member in manner hereinafter mentioned, and all dividends unclaimed for one year after having been declared may be forfeited by the Directors for the benefit of the Company.

85. No dividend shall bear interest as against the Company.

86. The Company may transmit any dividend or bonus payable in respect of any share by ordinary post to the registered address of the holder of such share (unless he shall have given written instructions to the contrary), and shall not be responsible for any loss arising therefrom.

ACCOUNTS.

87. The Directors shall cause true accounts to be kept—

1. Of the property of the Company;
2. Of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure have taken place;
3. Of the credits and liabilities of the Company; and
4. Of all contracts in writing entered into by the Directors, when, for what purpose, and with whom.

88. The books of account shall be kept at the Registered Office of the Company. The Directors shall, by resolution, determine to what extent and on what conditions the books and accounts of the Company or any of them shall be open to the inspection of members, and the members shall have only such rights of inspection as are given to them by statute or by such resolution as aforesaid. Provided always that the Company in General Meeting shall have a right to inspect and make extracts from any books of the Company.

89. A balance sheet shall be made out once in every year, and laid before the Company at the Annual Ordinary General Meeting, and such balance sheet shall contain a summary of the property and liabilities of the Company, and shall be accompanied by a report of the Directors upon the general state of the Company, and a recommendation as to the amount (if any) which the Directors consider ought to be paid by way of dividend, not exceeding the amount aforesaid, and as to the amount (if any) which they propose to set aside as a reserve fund. And a printed copy of such balance sheet, statement, and report shall, three days previously to such meeting, be delivered at or sent by post to the registered address of every member.

AUDIT.

90. Once at least in every year the accounts of the Company shall be examined, and the correctness of the balance sheet and statement ascertained by a chartered or incorporated accountant.

91. The auditor shall be appointed by the Company, at the Annual Ordinary General Meeting to be held in every year, and such meeting shall also determine the remuneration to be paid to such auditor.

92. If no auditor is appointed at the Annual Ordinary General Meeting, or if any casual vacancy occurs in the office of any auditor appointed by the Company, the Directors shall forthwith elect an auditor to act until the next Annual Ordinary General Meeting.

93. Any auditor shall be re-eligible on his quitting office.

94. Every auditor shall be supplied with a copy of the balance sheet and statement at least fourteen days before the Annual Ordinary General Meeting, and it shall be his duty to examine the same with the accounts and vouchers relating thereto, and to report to the members thereon at such Annual Ordinary General Meeting.

95. Every auditor shall have a list delivered to him of all books kept by the Company, and he shall at all reasonable times have access to the books and accounts of the Company, and he may in relation to such accounts examine the Directors or any officers of the Company.

96. The auditor shall make a report to the members upon the balance sheet, statement, and accounts, and in every such report he shall state whether in his opinion the balance sheet is a full and fair balance sheet, containing the particulars required by these regulations, and properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs, and in case he has called for explanation or information from the Directors whether such explanation or information has been given by them, and whether they have been satisfactory; and such report shall be read, together with the report of the Directors, at the Annual Ordinary General Meeting in every year.

NOTICES.

97. Notices requiring to be served by the Company upon the members may be served either personally, or by leaving the same, or sending them through post addressed to the members at their last registered place of abode or business.

98. The Registered Office of the Company shall be considered as the address of every member who causes no other address within the United Kingdom to be registered.

99. All notices directed to be given to the members shall with respect to any share to which persons are jointly entitled be given to the person whose name stands first in the Register of Members, and notice so given shall be sufficent notice to all the proprietors of such share.

100. Any notice if served by post shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed to a member at his last registered place of abode or business in the United Kingdom, and put into the Post Office.

101. No other person than the person whose name appears in the register as the holder of Shares shall be entitled to any notice.

102. All notices required by the Companies Act to be given by advertisement shall be advertised in one or more newspapers circulating in Sheffield as the Directors shall think proper.

COURSE OF BUSINESS.

103. All money received by the Company shall be at once paid to the Bankers for the time being of the Company to the credit of the Company.

104. All payments made by the Company shall as far as practicable be made by Cheque.

ACCEPTANCE OF SHARES.

105. No person shall be deemed to have accepted any Share or the transfer of any Share in the capital of the Company, unless he shall have testified his acceptance thereof in writing, otherwise than those alloted to him on his application, which shall be deemed accepted on allotment.

NO JOINT HOLDERS.

106. The Company may but shall not be compellable to accept or register more than one person as the holder of or entitled to any Share.

DISSOLUTION OF COMPANY.

107. Two successive Extraordinary General Meetings, of which the second shall be held not less than 14 days or more than one month after the first, may, by a resolution passed by the votes of at least two-thirds of the members present at the first meeting, and by a majority of the votes of the members present at the second meeting, resolve on the dissolution of the Company, and the time, mode, terms, and conditions at, in, and upon which the dissolution shall take place, provided that not less than one-fourth of the members of the Company shall be present at the first meeting.

108. The dissolution of the Company may be determined on for any purpose whatever, and whether the object be the absolute dissolution of the Company, or the re-construction or modification of the Company, or its amalgamation with any other Company having similar objects, and when determined on the Directors shall carry the same into effect accordingly.

109. On the dissolution of the Company, the surplus assets shall be applied first, in repaying to the members the amount paid to the Company on their Shares respectively, and if such assets shall be insufficient to repay the said amount in full, they shall be applied rateably so that the loss shall fall upon the members in proportion to the amount called up on their Shares respectively, and no member shall be entitled to have any call made upon other members for the purpose of adjusting his rights; but where any call has been made and has been paid by some of the members, such call shall be enforced against the remaining members for the purpose of adjusting the rights of the members between themselves. If the surplus assets shall be more than sufficient to repay to the members the whole amount paid up on their Shares, the balance shall be given to some other Club or Institution in the City of Sheffield, having objects similar to those contained in this Memorandum of Association, or to any Local Charity, or Charitable or Benevolent Institution situate within the same City, such Club, Institution or Charity to be decided upon, and such property apportioned among all or any of such Clubs, Institutions or Charities,

by the Members of the Company, at or before the time of dissolution as they shall direct, or in default of any such decision or apportionment by the Members of the Company, the same to be decided upon and apportioned by a Judge of the High Court of Justice having jurisdiction in such winding up or dissolution, and as he shall determine, or such balance may be disposed of in such other manner as the Members of the Company, with the consent of the Council of the Football Association, if then existing, shall determine.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SHAREHOLDERS.

Joseph Beckett Woodhouse 543 Sharrow Lane Sheffield Chartered Accountant

Arthur Neal, Nyrgate, Dalton Crescent Road Sheffield Solicitor

Harry Lockwood 122 Colchester Rd Sheffield Surgeon

Edwin Barber 60 Broomgrove Road Sheffield Steel Manufacturer

Daniel Hayhi Rimington Sheffield Coal Merchant

Frank Atkin 42 Kenwood Road Sheffield Silversplater

Walter Lissons 7 High St Sheffield Chartered Accountant

Charles Edmund Vickers. The Manor House Ecclesall Sheffield Solicitor.

Arthur Abney Tooker 22 Bank Street Sheffield Solicitor

Dated this 17 day of April 1899.

Witness to all the above Signatures,

Mo Charles Clegg
Solicitor
Sheffield

DUPLICATE FOR THE FILE.

No. 61564

Certificate of Incorporation

I hereby Certify, That the

Sheffield United Cricket and Football Club, Limited

is this day Incorporated under the Companies' Acts, 1862 to 1898, and that the Company is **Limited.**

Given under my hand at London this Eighteenth day of April One Thousand Eight Hundred and Ninety nine

Fees and Deed Stamps £ 10

Stamp Duty on Capital £ 20

Registrar of Joint Stock Companies.

Certificate received by H. G. Campion & Co

9 & 9 Queen St

London E.C.

Date April 21st 1899