

No. of Company 29196

Name of Company William Engineering Company, Limited

THE UNDERMENTIONED DOCUMENTS ARE STORED AWAY FROM
BUSH HOUSE BUT ARE AVAILABLE FOR INSPECTION ON REQUEST
WITHOUT PAYMENT OF AN ADDITIONAL FEE. THESE DOCUMENTS
WILL NOT BE AVAILABLE UNTIL THE WORKING DAY FOLLOWING
THE APPLICATION.

ANNUAL RETURN

Vol. No.	Serial No.	Year	Vol. No.	Serial No.	Year	Vol. No.	Serial No.	Year
Yok1	8	1887	Yok1	83	1928			
	9	1890		84	1929			
	10	1891		85	1930			
	11	1892		86	1931			
	12	1893		87	1932			
	13	1894		88	1933			
	14	1895		90	1932			
	15	1896		91	1935			
	16	1897		95	1936			
	17	1898		99	1937			
	18	1899		100	1938			
	19	1900		101	1939			
	23	1901		102	1940			
	28	1902		103	1941			
	30	1903		104	1942			
	33	1904		107	1943			
	36	1905		108	1944			
	42	1906		109	1945			
	44	1907		110	1946			
	45	1908		111	1947			
	46	1909		113	1948			
	49	1910		114	1949			
	50	1911						
	51	1912						
	57	1913						
	60	1914						
	62	1915						
	63	1916						
	64	1917						
	67	1919						
	68	1918						
	74	1920						
	75	1921						
	76	1922						
	77	1923						
	78	1924						
	79	1925						
	80	1926						
	81	1927						
	82	1927						

Return of Allotments

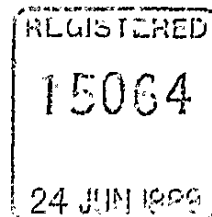
Vol. No.	Serial No.	Year
Yok1	34	1902
	35	1902
	26	1902
	27	1902
	31	1903
	32	1904
	35	1904
	37	1906
	41	1906
	43	1907
	48	1910
	56	1913
	58	1914
	59	1914
	65	1918
	73	1920
	97	1937
	105	1943
	112	1948

of Certificate 291966KV28329

Form No. 25.



Birmingham Agricultural
Implement COMPANY LIMITED.



STATEMENT of the Nominal Capital made pursuant to s. 11 of 51 Vict.,
8, Customs and Inland Revenue Act, 1888. (NOTE.—The Stamp Duty on the
Nominal Capital is Two Shillings for every £100 or fraction of £100.)

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

presented for registration by

W. Merlon & Sons
London & Co.



The NOMINAL CAPITAL of the

Wingham

Agricultural Implement Company, Limited,

is £ 10000, divided into 1000 shares of £ 10

each.

Signature

Valerius Bond

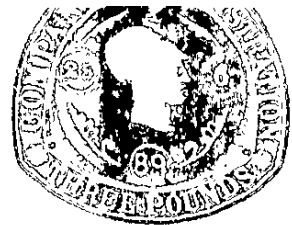
Description

Agents

Date

24 June 1889

This statement should be signed by an Officer of the Company.



Memorandum of Association

OF THE

WINGHAM AGRICULTURAL IMPLEMENT COMPANY, LIMITED.



1. The name of the Company is "THE WINGHAM AGRICULTURAL IMPLEMENT COMPANY, LIMITED."

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are:

(1.) To manufacture, buy, sell, let on hire, import, export, maintain, and deal in agricultural implements, machinery, apparatus and conveniences of all kinds.

(2.) To carry on business as mechanical and general engineers, ironfounders, and metal workers.

(3.) To undertake and carry out works of all kinds in connection with land, and in particular traction work, steam ploughing, and other agricultural work, and agricultural irrigation, drainage and improvement works.

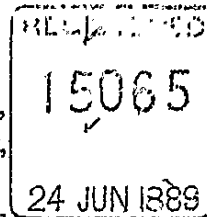
(4.) To carry on any other businesses which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

(5.) To lay out land for building purposes, and to build on, improve, let on building leases, advance money to persons building, or otherwise develop the same in such manner as may seem expedient to the Company's interests.

(6.) To apply for purchase or otherwise acquire any patents, brevets d'invention, concessions and the like, conferring an exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights and information so acquired.

(7.) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any person or Company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.

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MEMORANDUM OF ASSOCIATION OF THE

(8.) To construct, carry out, maintain, improve, manage, work, control, and superintend any roads, ways, trainways, railway branches or sidings, bridges, water works, gas works, reservoirs, watercourses, factories, warehouses and other works and conveniences which may seem directly or indirectly conducive to any of the Company's objects, and to contribute to, subsidize or otherwise assist or take part in any such operations.

(9.) To enter into any arrangement with any government or authorities, supreme, municipal, local or otherwise, and to obtain from any such government or authority all rights, concessions and privileges which may seem conducive to the Company's objects or any of them.

(10.) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession or co-operation with any person or Company carrying on, or about to carry on, any business which this Company is authorised to carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such Company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities.

(11.) Generally to purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, easements, licences, patents, machinery, ships, barges, rolling stock, plant and stock-in-trade.

(12.) To establish and support, or to aid in the establishment and support of associations, institutions or conveniences calculated to benefit persons employed by the Company or having dealings with the Company, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.

(13.) To sell the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular any shares, debentures, or securities of any other Company having objects altogether or in part similar to those of this Company. To promote any other Company for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

(14.) To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

(15.) To lend money to such parties and on such terms as may seem expedient, and in particular to customers of and persons having dealings with the Company, and to guarantee the performance of contracts by Members of or persons having dealings with the Company.

(16.) To obtain any provisional order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution.

(17.) To raise or borrow or secure the payment of money in such manner and on such terms as may seem expedient, and in particular by the issue of debentures or debenture stock perpetual or otherwise, and charged or not charged upon the whole or any of the property of the Company both present and future including its uncalled capital.

(18.) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.

(19.) To do all or any of the above things, and either as principals, agents, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.

(20.) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any of the property and rights of the Company ;

(21.) To do all such other things as are incidental or conducive to the attainment of the above objects, and so that the word "Company" in this clause shall be deemed to include any partnership, or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom, or elsewhere.

4. The liability of the Members is limited.

5. The Capital of the Company is £10,000, divided into 1,000 shares of £10 each, with power to divide the shares in the Capital for the time being original and increased into different classes of shares with any preferential, deferred, or special rights and privileges, *inter se*, which may be assigned thereto by, or in accordance with the regulations.

MEMORANDUM OF ASSOCIATION.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses, and descriptions of Subscribers.	Number of Shares taken by each Subscriber.
<i>Rich. Knight Esq. Sittingbourne</i>	100
<i>Richard Knight Esq. Sittingbourne - Engineer -</i>	100
<i>Edmund Piggan Esq. Wickham. Farmer.</i>	10.
<i> Jas. F. Hovey Esq. Sittingbourne. Farmer.</i>	10
<i>William Piggan Esq. Wickham. Farmer.</i>	10.
<i>Montague Knipf Esq. Sittingbourne, Wickham Kent. Farmer.</i>	10
<i>William Piggan Esq. Wickham. Engineer.</i>	10.

Dated this 22nd day of June 1889.

Witness to the above signatures.

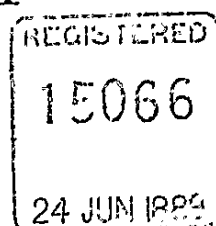
Cecil Kingford
 Secretary



Articles of Association

OF THE

WINGHAM AGRICULTURAL IMPLEMENT COMPANY, LIMITED.



PRELIMINARY.

1. The marginal notes hereto shall not affect the construction hereof ^{Interpreta-} and in these presents unless there be something in the subject or context ^{tion.} inconsistent therewith:—

“Special resolution” and “extraordinary resolution” have ^{Special and} the meanings assigned thereto respectively by the Companies ^{extraordinary} Act, 1862 (ss. 51 and 129). ^{resolution.}

“The office” means the registered office for the time being ^{The office.} of the Company.

“The register” means the register of Members to be kept ^{The register.} pursuant to section 25 of the Companies Act, 1862.

“Month” means calendar month. ^{Month.}

“In writing” means written or printed, or partly written and ^{In writing.} partly printed.

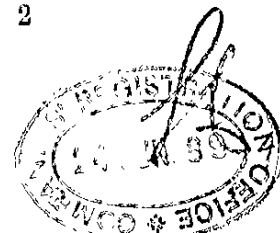
Words importing the singular number only, include the plural number, and *vice versa*.

Words importing the masculine gender only, include the feminine gender.

Words importing persons include corporations.

2. The regulations contained in Table A in the first schedule to the ^{Table A not} Companies Act, 1862, shall not apply to the Company. ^{to apply.}

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Seal to be
affixed to
agreements.

3. The Company shall forthwith enter into the agreements following, that is to say :—(1) with Richard Lake Knight; (2) with Richard Knight; (3) with Edwin Kelsey; in the terms of the drafts which have been already prepared, and for the purpose of identification subscribed by Cecil Edward Kingsford, a solicitor of the Supreme Court, and the Directors shall carry the said agreements into effect, with full power nevertheless from time to time to agree to any modification of the terms of such agreements, either before or after the signature thereof. The fiduciary position in which the said Richard Lake Knight, Richard Knight and Edwin Kelsey, stand towards the Company as promoters thereof, shall in no wise affect the validity of the said agreements.

Company's
shares not to
be purchased.

4. The Directors shall not employ the funds of the Company, or any part thereof, in the purchase of shares of the Company.

When
business may
be com-
menced.

5. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors shall think fit, and notwithstanding that part only of the shares may have been allotted.

Allotment of
shares.

6. The shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms and conditions and with such preferential or special rights attached thereto, and at such time as the Directors think fit, subject, nevertheless, to the stipulations contained in the said several agreements with reference to the shares to be allotted in pursuance thereof.

Shares may
be issued
subject to
different
conditions as
to call's, &c.

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

Instalments
on shares to
be duly paid.

8. 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.

Trusts not
recognised.

9. The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not be bound to recognise any equitable or other claim to, or interest in such share on the part of any other person, save as herein provided.

CERTIFICATES.

Certificates.

10. The certificates of title to shares shall be issued under the seal of the Company, and signed by two Directors and countersigned by the Secretary or some other person appointed by the Directors. Every member shall be entitled to one certificate for the shares registered in his name, or to several certificates, each for a part of such shares. Every certificate of shares shall specify the number of the share in respect of which it is issued, and the amount paid up thereon.

11. If any certificate be worn-out or defaced, then, upon production 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 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.

As to issue of new certificate in place of one defaced, lost or destroyed.

12. The sum of one shilling or such smaller sum as the Directors may determine shall be paid to the Company for every certificate issued under the last preceding clauses.

Fee.

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, and each member shall pay the amount of every 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. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

Calls.

14. One-month's notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid.

Notice of call.

15. If the sum payable in respect of any call or instalment be not paid on or before 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.

When interest on call or instalment payable.

16. The Directors may if they think fit receive from any member willing to advance the same all or any part of the money due upon the shares held by him beyond the sums actually called for, and upon the moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the 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.

Payment of call in advance.

FORFEITURE AND LIEN.

17. If any Member fail to pay any call or instalment on or before the day appointed for the payment of the same the Directors may at any time thereafter during such time as the call or instalment remains unpaid serve a

If call or instalment not paid, notice may be given.

notice on such Member requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

Form of notice.

18. The notice shall name a day (not being less than 14 days from the date of the notice), and a place or places on and at which such call or instalment, and such interest and expenses as aforesaid are to be paid. 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 the call was made or instalment is payable will be liable to be forfeited.

If notice not complied with shares may be forfeited.

19. If the requisitions of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given may at any time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Notice of forfeiture.

20. When any shares shall have been so forfeited notice of the resolution shall be given to the Member in whose name they stood prior to the forfeiture, and an entry of the forfeiture with the date thereof shall forthwith be made in the register.

Forfeited share to become property of Company.

21. Any share so forfeited shall be deemed to be the property of the Company and the Directors may sell, re-allot and otherwise dispose of the same in such manner as they think fit.

Power to annul forfeiture.

22. The Directors may at any time before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Arrears to be paid notwithstanding forfeiture.

23. Any Member whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at £5 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

Effect of forfeiture.

24. The forfeiture of a share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the share and all other rights incident to the share, except only such of those rights as by these Articles are expressly saved.

Company's lien on shares.

25. The Company shall have a first and paramount lien upon all the shares registered in the name of each Member (whether solely or jointly with others) for his debts, liabilities, and engagements solely or jointly with any other person to or with the Company, whether the period for the 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.

26. For the purpose of enforcing such 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 writing 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 the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice. As to enforcing lien by sale.

27. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements, and the residue (if any) paid to such Member, his executors, administrators, or assigns. Application of proceeds of sale.

28. Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the register in respect of the shares or stock sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively. Validity of sales under Clauses 24 and 28.

TRANSFER AND TRANSMISSION OF SHARES.

29. The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof. Execution of transfer, &c.

30. The instrument of transfer of any share shall be in writing in the usual common form or in the following form, or as near thereto as circumstances will admit:— Form of transfer.

I of
consideration of the sum or £ paid to me by
of hereinafter called the said transferee,
do hereby transfer to the said transferee the share numbered
standing in my name in the books of The Wingham Agricultural Implement
Company, Limited, to hold unto the said transferee, his executors, administrators
and assigns, subject to the several conditions on which I held the same
immediately before the execution hereof, and I, the said transferee, do hereby
agree to take the said share subject to the conditions aforesaid.

As witness our hands the day of
[192214]

In what case
Directors may
decline to
register
transfer.

31. The Directors may decline to register any transfer of shares or stock upon which the Company has a lien, and in the case of shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve.

Transfer to
be left at
office, and
evidence of
title given.

32. Every instrument of transfer shall be left at the office for registration accompanied by the certificate of the shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.

When
transfers to
be returned.

33. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

Fee on
transfer.

34. A fee not exceeding 2s. 6d. may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

When
transfer books
may be closed.

35. The transfer books may be closed during such time as the Directors think fit, not exceeding in the whole thirty days in each year.

Transmission
of registered
shares.

As to
survivorship.

36. The executors or administrators of a deceased Member (not being one of several joint-holders) shall be the only persons recognised by the Company as having any title to the shares or stock registered in the name of such Member, and in case of the death of any one or more of the joint-holders of any registered shares or registered stock, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares or stock.

As to transfer
of shares of
infants,
lunatics, &c.

37. Any guardian of any infant Member, and any Committee of a lunatic Member, and any person becoming entitled to shares in consequence of the death, bankruptcy or liquidation of any Member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may, subject to the regulations as to transfers hereinbefore contained, transfer such shares to himself or any other person. This clause is hereinafter referred to as "The Transmission Clause."

CONVERSION OF SHARES INTO STOCK.

Conversion of
shares into
stock.

38. The Company in General Meeting may convert any paid-up shares into stock. When any shares have been converted into stock, the several holders of such stock may thenceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which shares in the Company's capital may be transferred, or as near thereto as circumstances will admit.

But the Directors may from time to time, if they think fit, fix the minimum amount of stock transferable, and direct that fractions of a pound shall not be dealt with, with power nevertheless at their discretion to waive such rules in any particular case. The stock shall confer on the holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at Meetings of the Company and for other purposes, as would have been conferred by shares of equal amount in the capital of the Company, but so that none of such privileges or advantages, except the participation in profits of the Company, shall be conferred by any such aliquot part of consolidated stock as would not, if existing in shares, have conferred such privileges or advantages. And save as aforesaid, all the provisions herein contained shall, so far as circumstances will admit, apply to stock as well as to shares. No such conversion shall affect or prejudice any preference or other special privilege.

INCREASE AND REDUCTION OF CAPITAL.

39. The Company in General Meeting may from time to time increase the capital by the creation of new shares of such amount as may be deemed expedient.

Power to increase capital.

40. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

On what conditions new shares may be issued. As to preferences, &c.

41. 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 ordinary shares in the original capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise.

How far new shares to rank with shares in original capital.

42. 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 reducing the liability on the shares or otherwise as may seem expedient, and capital may be paid off, upon the footing that it may be called up again or otherwise, and the Company may also sub-divide or consolidate its shares or any of them.

Reduction of capital, &c.

BORROWING POWERS.

43. The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purposes of the Company.

Power to borrow.

Conditions on which money may be borrowed.

44. The Directors may raise or secure the repayment of such moneys 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.

Securities may be assignable free from equities.

45. Every debenture or other security created by the Company may be so framed that the same shall be assignable free from any equities between the Company and the original or any intermediate holders. Any debentures, bonds, or other securities may be issued at a discount, premium or otherwise.

GENERAL MEETINGS.

When first General Meeting to be held.

46. The first General Meeting shall be held at such time (not being more than four months after the registration of the Memorandum of Association of the Company) and at such a place as the Directors may determine.

When subsequent General Meetings to be held.

47. Subsequent General Meetings shall be held once in the year 1890, and in every subsequent year at such time and place as may be prescribed by the Company in General Meeting and if no other time or place is prescribed, in the month of December in every such year at such time and place as may be determined by the Directors.

Distinction between Ordinary and Extraordinary Meetings.

48. The above-mentioned General Meetings shall be called Ordinary General Meetings, all other Meetings of the Company shall be called Extraordinary General Meetings.

When Extraordinary Meeting to be called.

49. The Directors may, whenever they think fit, and they shall upon a requisition made in writing by Members holding in the aggregate one-fifth of the issued capital, convene an Extraordinary Meeting.

Form of requisition for Meeting.

50. Any such requisition shall specify the object of the Meeting required, 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 requisitions and if convened otherwise than by the Directors for those purposes only.

When requisitionists may call Meetings.

51. In case the Directors for fourteen days after such deposit fail to convene an Extraordinary Meeting, to be held within twenty-one days after such deposit, the requisitionists or any other Members holding the like proportion of the capital, may themselves convene a Meeting to be held within six weeks after such deposit.

Notice of Meeting.

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

business, shall be given, either by advertisement or by notice sent by post, or otherwise, save as hereinafter provided.

53. The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting. As to omission to give notice.

PROCEEDINGS AT GENERAL MEETINGS.

54. The business of an Ordinary Meeting shall be to receive and consider the statement of income and expenditure and the balance-sheet, the reports of the Directors and of the 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. All other business transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting, shall be deemed special. Business of Ordinary Meeting. Special business.

55. Three Members personally present shall be a quorum for a General Meeting for the choice of a Chairman, the declaration of a dividend, and the adjournment of the Meeting. For all other purposes, the quorum for a General Meeting shall be Members personally present, not less than three in number, and holding or representing by proxy not less than one-tenth part of the issued capital of the Company. No business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business. Quorum.

56. The Chairman of the 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 fifteen minutes after the time appointed for holding such Meeting, the Members present shall choose another Director as Chairman, or 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. Chairman of General Meeting.

57. If, within half an hour from the time appointed for the meeting, a quorum is 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 this Meeting was called. When, if quorum not present, Meeting to be dissolved and when to be adjourned.

58. Every question submitted to a Meeting shall be decided in the first instance by a show of hands, and in the 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. How questions to be decided at Meetings. Casting vote.

What is to be evidence of the passing of a resolution where poll not demanded.

59. At any General Meeting unless a poll is demanded by at least three Members, or by a Member or Members holding or representing by proxy or entitled to vote in respect of at least one-fifth part of the capital represented at the Meeting, 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.

Poll, how poll is to be taken.

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 directs, 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.

Power to adjourn General Meeting.

61. 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.

Business may proceed notwithstanding demand of poll.

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

VOTES OF MEMBERS.

Votes of Members and who may vote for infant, lunatic, &c., and subject to what conditions.

63. Every Member shall have one vote for every share held by him. Any guardian or other person entitled under the transmission clause to transfer any shares, may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that 48 hours at least before the time of holding the Meeting at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares, or unless the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.

Joint holders.

64. If there be joint registered holders of any shares, the Member whose name stands first on the register, and no other or others of the joint holders shall be entitled to be present at the General Meeting.

In what cases no poll.

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

Proxies permitted.

66. Votes may be given either personally or by proxy. The instrument appointing a proxy shall be in writing, under the hand of the

appointor, or if such appointor is a corporation under its common seal. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote.

67. The instrument appointing a proxy shall be deposited at the registered office of the Company not less than 48 hours before the time for holding the Meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of 12 months from the date of its execution.

Proxies to be deposited at office.

68. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the principal or revocation of the proxy or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the registered office of the Company before the Meeting.

When vote by proxy valid though authority revoked.

69. Every instrument of proxy, whether for a specified Meeting or otherwise, shall, as nearly as circumstances will admit, be in the form or to the effect following :—

Form of proxy.

THE WINGHAM AGRICULTURAL IMPLEMENT COMPANY, LIMITED.

I, _____ of _____ in the
county of _____ being a Member of the Wingham Agricultural
Implement Company, Limited, hereby appoint
of _____ or failing him
of _____ or failing him _____ of
as my proxy to vote for me and on my behalf, at the Ordinary
General Meeting of the Company, to be held on the _____ day of
and at any adjournment thereof.

As witness my hand, this _____ day of _____ .

70. No Member shall be entitled to be present or to vote on any question either personally or by proxy or as proxy for another Member at any General Meeting, or upon a poll, or be reckoned in a quorum, whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such Member.

No Member entitled to vote, &c., while call due to Company.

DIRECTORS.

71. The number of the Directors shall not be less than three nor more than nine. The persons hereinafter named shall be the first Directors, that is to say :—

Number of Directors.

(1.) RICHARD LAKE KNIGHT, of Sittingbourne, Kent, Esq.

(2.) EDWIN KELSEY, of Wickhambreaux, near Wingham, Kent, Esq.

(3.) JAMES EDWARD ELGAR, of Crockshard, near Wingham, Kent, Esq.

(4.) JAMES F. HONEYBALL, of Teynham, near Sittingbourne, Kent, Esq.

Power for
Directors to
appoint
additional
Directors.

72. The Directors shall have power to appoint any other persons to be Directors at any time before the Ordinary General Meeting to be held in the year 1893 ; but so that the total number of Directors shall not at any time exceed the maximum number fixed as above.

Qualification
of Directors.

73. The qualification of every Director shall be the holding in his own right of shares or stock of the Company of the nominal value of £100. A Director may act before acquiring his qualification.

Power for
Director to
retire.

74. A Director may retire from his office upon giving one month's notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

Remuneration
of Directors.

75. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as shall be determined by the Company in General Meeting, which sum shall be divided among them in such proportions and manner as the Directors may determine.

Directors may
act notwith-
standing
vacancy.

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

When office of
Director to be
vacated.

77. The office of a Director shall be vacated—

If he accepts or holds any other office under the Company except that of Managing Director ;

If he become bankrupt or suspends payment, or compounds with his creditors ;

If he be found lunatic or become of unsound mind ;

If he cease to hold the required amount of shares or stock to qualify him for office, or do not acquire the same within three months after election or appointment ;

If he absent himself from the meetings of the Directors during a period of six calendar months without special leave of absence from the Directors ;

If he is requested in writing by all his co-Directors to resign ;

78. No Director shall be disqualified 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, with any company or partnership of or in which any Director shall be a Member, or otherwise interested, be avoided, nor shall any Director so contracting, or being such Member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established. Provided that no such Director shall vote in respect of any such contract or arrangement, and the nature of his interest where it does not appear on the face of the contract must be disclosed by him at the Meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first Meeting of the Directors after the acquisition of his interest. But this proviso shall not apply to the contracts respectively mentioned in clause 3 hereof.

Directors may contract with Company.

ROTATION OF DIRECTORS.

79. At the Ordinary General Meeting to be held in the year 1890, 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. A retiring Director shall retain office until the dissolution or adjournment of the Meeting at which his successor is elected.

Rotation and retirement of Directors.

80. The one-third, or other nearest number to retire at the Ordinary Meeting, to be held in the year 1890, shall, unless the Directors agree among themselves be determined by lot. In every subsequent year the one-third or other 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 Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election.

Which Directors to retire.

81. The Company at any General Meeting at which any Directors retire in manner aforesaid, shall fill up the vacated offices by electing a like number of persons to be Directors and may fill up any other vacancies.

Meeting to fill up vacancies.

82. If at any General Meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up the retiring 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 year to year until their places are filled up, unless it shall be determined at such Meeting to reduce the number of Directors.

Retiring Directors to remain in office till successors appointed.

Power for
General
Meeting to
increase or
reduce
number of
Directors.

83. The Company in General Meeting may from time to time increase or reduce the number of Directors and may alter their qualification and may also determine in what rotation such increased or reduced number is to go out of office.

Power to
remove
Director by
special
resolution.

84. The Company may, by extraordinary resolution, remove any Director before the expiration of his period of office and appoint another qualified 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.

Directors
may fill up
casual
vacancies.

85. Any casual vacancy occurring among the 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.

When
candidate for
office of
Director
must give
notice.

86. 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 seven clear days before the Meeting left at the office of the Company a notice in writing under his hand signifying his candidature for the office or the intention of such Member to propose him.

MANAGING DIRECTORS.

Power to
appoint
Managing
Director.

87. The Directors may from time to time with the sanction of a General Meeting appoint one or more of their body to be Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

What pro-
visions he
will be
subject to.

88. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall, *ipso facto*, immediately cease to be a Managing Director.

Remunera-
tion of
Managing
Director.

89. The remuneration of a Managing Director shall from time to time be fixed by the Directors or by the Company in General Meeting, and may be by way of salary or commission or participation in profits, or by any or all of those modes.

90. The Directors may, from time to time, entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may confer such powers, either collaterally with or to the exclusion of and substitution for all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

Powers and
duties of
Managing
Director.

PROCEEDINGS AT DIRECTORS' MEETINGS.

91. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit, and may determine the quorum necessary for the transaction of business, and until otherwise determined, two Directors shall form a quorum. A Director may at any time, and the Secretary, upon the request of a Director, shall convene a Meeting of the Directors. Questions arising at any Meeting shall be decided by a majority of votes, and, in case of an equality of votes, the Chairman shall have a second or casting vote.

Meetings of
Directors,
quorum, &c.

92. The Directors may elect a Chairman of their Meetings, 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 appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such Meeting.

Chairman.

93. 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 regulations of the Company for the time being vested in or exercisable by the Directors generally.

Power of
Meeting.

94. 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 from time to time be imposed on it by the Directors.

Power to
appoint
Committees
and to
delegate.

95. The Meetings and proceedings of any such Committee consisting of two or more Members shall be governed by all 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.

Proceedings
of Committee.

96. All acts done at any meeting of the Directors, or of a committee of Directors, or by any person acting as a Director shall, notwithstanding that it

When acts of
Directors or
Committee

valid not-
withstanding
defective
appointment,
&c.

shall afterwards be 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.

Resolution
without
Board
Meeting
valid.

97. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

Remunera-
tion for
extra service.

98. If any of the Directors being willing, shall be called upon to perform extra services, or to make any especial exertions in going or residing abroad or otherwise, for any of the purposes of the Company, the Company shall remunerate the Director or Directors so doing either by a fixed sum or by a percentage of profits, or otherwise, as may be determined, and such remuneration may be either in addition to or in substitution for his or their share in the remuneration above provided.

MINUTES.

Minutes to be
made.

99. The Directors shall cause minutes to be duly entered in books provided for the purpose—

Of all appointments of officers.

Of the names of the Directors present at each meeting of the Directors and of any Committee of Directors.

Of all orders made by the Directors and Committee of Directors.

Of all resolutions and proceedings of General Meetings and of meetings of the Directors and Committees.

And any such minutes of any meeting of the Directors or of any Committee, or of the Company if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting shall be receivable as *prima facie* evidence of the matters stated in such minutes.

POWERS OF DIRECTORS.

General
powers of
Company
vested in
Directors.

100. The management of the business of the Company shall be vested in the Directors, and the Directors in addition to the powers and authorities by these presents expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute directed or required to be exer-

cised or done by the Company in General Meeting, but subject nevertheless to the provisions of the Companies Acts, 1862 to 1883, and of these presents and to any regulations from time to time made by the Company in General Meeting, provided that no such regulation shall invalidate any prior act of the Directors, which would have been valid if such regulation had not been made.

101. Without prejudice to the general powers conferred by the last preceding clause and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers that is to say:—

Specific powers given to Directors.

(1.) To pay the costs, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Company.

To pay preliminary expenses.

(2.) To purchase or otherwise acquire for the Company, any property, rights or privileges which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit.

To acquire property.

(3.) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company, and its unpaid capital for the time being or in such other manner as they may think fit.

To secure contracts by mortgage.

(4.) To appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.

To appoint officers, &c.

(5.) To appoint any person or persons to accept and hold in trust for the Company, any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

To appoint trustees.

(6.) To 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 to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

To bring and defend actions, &c.

(7.) To make and give receipts, releases and other discharges for money payable to the Company, and for the claims and demands of the Company.

To give receipts.

To give security by way of indemnity.

(8.) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

To give percentages.

(9.) To give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company, and such commission or share of profits shall be treated as part of the working expenses of the Company.

To establish reserve fund.

(10.) Before recommending any dividend, to set aside out of the profits of the Company such sum 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 in their absolute discretion think conducive to the interests of the Company, and to invest the several sums so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments, and dispose of all or part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, and to employ the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other accounts.

DIVIDENDS.

Right to profits.

102. Subject to the rights of Members entitled to shares issued upon special conditions, the profits of the Company shall be divisible among the Members in proportion to the amount paid up on the shares held by them respectively.

Capital paid in advance.

103. 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.

Declaration of dividend.

104. The Company in General Meeting may declare a dividend to be paid to the Members according to their rights and interests in the profits.

Restriction on amount of dividend.

105. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

Dividend to be paid out of profits only.

106. No dividend shall be payable except out of the profits of the Company.

107. Where a share is issued after the commencement of any financial year it shall, unless otherwise provided by the terms of issue, rank *pari passu* with previously issued shares as regards any dividend subsequently declared in respect of such year.

When participation in profits to commence.

108. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

What to be deemed net profits.

109. The Directors may from time to time pay to the Members on account of the next forthcoming dividend such interim dividends as in their judgment the position of the Company justifies.

Interim dividends.

110. 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.

Debts may be deducted.

111. An Ordinary General Meeting declaring a dividend may by resolution call up any of the capital remaining uncalled upon the shares in respect of which the dividend is to be paid, and may make the call payable at the same time as the dividend, to the intent that, if so agreed, the call and the dividend, or a competent part thereof, may be set off.

Dividend may be credited on shares.

112. The Directors may retain the dividends payable upon shares or stock in respect of which any person is under the transmission clause entitled to become a Member, or which any person under that clause is entitled to transfer, until such person shall become a Member in respect of such shares or stock, or shall duly transfer the same.

Power to retain dividends or shares of infant, lunatic, &c.

113. In case several persons are registered as the joint holders of any share or stock, any one of such persons may give effectual receipts for all dividends and payments on account of dividends in respect of such share or stock.

Dividend to joint holders.

114. Notice of the declaration of any dividend, whether interim or otherwise, shall be given to the holders of registered shares and registered stock in manner hereinafter provided.

Notice of dividend.

ACCOUNTS.

115. 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 receipt and expenditure takes 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.

Accounts to be kept.

Inspection by
Members.

116. 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 the members, and no member shall have any right of inspecting any account, or book, or document of the Company except as conferred by statute or authorised by the Directors, or by a resolution of the Company in General Meeting.

Annual
statement and
balance sheet.

117. At the ordinary meeting in every year the Directors shall lay before the Company a statement of the income and expenditure, and a balance sheet containing a summary of the property and liabilities of the Company, made up to a date not more than six months before the meeting, from the time when the last preceding statement and balance sheet were made, or in the case of the first statement and balance sheet, from the commencement of the Company.

Annual report
of Directors.

118. Every such statement 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 or bonus to the members, and the amount (if any) which they propose to carry to the reserve fund, according to the provisions in that behalf hereinbefore contained, and the statement, report and balance-sheet shall be signed by two Directors and countersigned by the Secretary.

AUDIT.

Accounts to
be audited
annually.

119. Once at least in every year the accounts of the Company shall be examined, and the correctness of the statement and balance sheet ascertained by one or more auditor or auditors. The first auditor or auditors shall be appointed by the Directors, and subsequent auditors shall be appointed by the Company at the Ordinary Meeting in each year. The remuneration of the auditors shall be fixed by the Company in General Meeting. Any auditor quitting office shall be eligible for re-election. If one auditor only is appointed all the provisions herein contained relating to auditors shall apply to him. The auditors may be Members of the Company, but no person shall be eligible as an auditor who is interested otherwise than as a Member of the Company in any transaction thereof, and no Director or other officer shall be eligible during his continuance in office.

Casual
vacancy.

120. If any casual vacancy occurs in the office of auditor the Directors shall forthwith fill up the same.

Auditors to
report on
annual
statement
and balance
sheet.

121. The auditors shall be supplied with copies of the statement of accounts and balance sheet intended to be laid before the Company in General Meeting seven days at least before the Meeting to which the same are to be submitted, and it shall be their duty to examine the same with the

accounts and vouchers relating thereto, and to report to the Company in General Meeting thereon.

122. The auditors shall at all reasonable times have access to the books and accounts of the Company, and they may in relation thereto examine the Directors or other officers of the Company. Inspection of books by auditors.

123. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected, and thenceforth shall be conclusive. When accounts to be deemed finally settled.

NOTICES.

124. A notice may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered place of address. How notices to be served on Members.

125. Each holder of registered shares whose registered place of address is not in the United Kingdom, may from time to time notify in writing to the Company an address in the United Kingdom, which shall be deemed his registered place of address within the meaning of the last preceding clause. Members resident abroad.

126. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register and notice so given shall be sufficient notice to all the holders of such shares. Notice to joint holders.

127. Any notice sent by post shall be deemed to have been served at the expiration of 24 hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office. When notice by post deemed to be served.

128. Every person who by operation of law, transfer, or other means whatsoever shall become entitled to any share, shall be bound by every notice in respect of such share or stock which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share or stock. Transferees, &c., bound by prior notices.

129. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding such Member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other Notice valid though Member deceased.

persons by such Member until some other person be registered in his stead as the holder or joint-holder hereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators and all persons, if any, jointly interested with him or her in any such share.

WINDING-UP.

Distribution
of assets in
specie.

130. If the Company shall be wound up, the liquidators (whether voluntary or official) may with the sanction of an extraordinary resolution divide among the contributors in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributors, as the liquidators with the like sanction shall think fit.

Sale under
section 161
of the
Companies
Act, 1862.

131. If at any time the liquidators of the Company shall make any sale, or enter into any arrangement pursuant to Section 161, of the Companies Act, 1862, a dissentient Member within the meaning of that section shall not have the rights thereby given to him, but instead thereof he may by notice in writing addressed to the liquidators and left at the office not later than 14 days after the date of the Meeting at which the special resolution authorising such sale or arrangement was passed, require them to sell the shares, stock, or other property, option, or privilege, to which under the arrangement he would otherwise have become entitled, and to pay the net proceeds over to him, and such sale and payment shall be made accordingly. Such last-mentioned sale may be made in such manner as the liquidators think fit.

Special
provisions.

132. Any such sale or arrangement or the special resolution confirming the same, may provide for the distribution or appropriation of the shares, cash, or other benefits to be received in compensation otherwise than in accordance with the legal rights of the contributors of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in case any such provision shall be made, the last preceding clause shall not apply to the intent that a dissentient Member in such case may have the rights conferred on him by Section 161, of the Companies Act, 1862.

INDEMNITY.

Indemnity.

133. Every Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses and expenses which any such officer or servant may incur, or become liable to, by reason of any contract entered into, or act or deed done by him as such officer or servant, or in any way in the discharge of his duties, and the amount for which such indemnity is provided, shall immediately attach as a lien over all other claims.

Individual
responsibility
of Directors.

Rich. King of Eng.
Robbing Court, sitting here
Richard King of Eng.

Sittingbourne, England

Edmond Allan Rock and Wingham Farmer.

Jas. F. Honeyball, Ryuburn, Lettingdown, Farmer.

Samuel Dwyer manufacturer, Mr. Pougham. Farmer.

Montague St. for Little house. Wingham. Next to District

William Tappan. Wingham. Engineer.

Dated this 22nd day of June 1889-

Witness to the above Signatures

Cecil E. Kingford
Solicitor
Canton, Mass.

THE Wingham Agricultural Implement
Company, _____

Limited, is Incorporated under the Companies' Acts, 1862 to 1888, as a Limited

Company, this twenty fourth day of June

One thousand eight hundred and eighty nine

J. Rank

Registrar of Joint Stock Companies.

Certificate of Incorporation received by:—

Waterlow & Sons
of St. John's
London Wall

Date

25 June 1889

29176/5



An Agreement

made the first day of August
One thousand eight hundred and eighty nine **Between** **The**
Wingham Agricultural Implement Company
limited, hereinafter called "the Company", of the one part
and **Edwin Helsby** of Wickenhambrass near Wingham in
the County of Kent Farmer and Machine Repairer hereinafter
called "the Tender" of the other part **Whereas** by an agreement

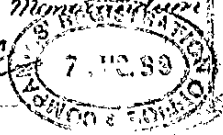
dated the twenty ninth of June One thousand eight hundred
and eighty nine and made between the Tender of the one
part and the Company of the other part after reciting that
the Tender was the owner of a Tractor Engine and of a
Thrashing machine more particularly specified in the Schedule
thereto and also heretofore for some time past had carried on
business at Wickenhambrass aforesaid and in the neighborhood of
Wingham aforesaid as a shipper of such machines it was
agreed that the Tender should sell and the Company should
purchase the said Engine and machine and the goodwill of
the business aforesaid And that the consideration for the said
sale should be three hundred pounds And that the purchase
should be completed on the first day of July One thousand
eight hundred and eighty nine when possession of the
said Engine and machine should be given to the Company
And that the Tender should not at any time thereafter
either solely or jointly with or as manager or agent for
any other person or persons or Company directly or
indirectly carry on or be engaged or concerned or interested in
the business of a kind similar to the said business nor
permit or suffer his name to be used or employed in
carrying on or in connection with such business on the
South side of the River Stour in the County of Kent nor
sell (personally or otherwise) for or take orders or
customers within the same limit in respect of any such
business save so far as the Tender should as a member of the
Company be interested or as an officer or servant or agent of
the Company be employed in the said business thereby agreed
to be sold **And** whereas possession of the said Engine and
machine was given to the Company on the first day of
July One thousand eight hundred and eighty nine aforesaid
but the said sum of Three hundred pounds has not yet been
paid and the whole amount is now due and payable to the Tender

And whereas the Tender is a subscriber to the Memorandum

REGISTERED
18280
7 AUG 1890

Shaf
36 Southampton Row

DAMAGED DOCUMENT



of association of the company for ten shares in the Capital of the company of ten pounds each And whereas the parties hereto are desirous that the sum of One hundred pounds part of the said sum of Three hundred pounds shall be satisfied by crediting the sum of One hundred pounds as paid up on the said ten shares of ten pounds each so subscribed for Now it is hereby agreed as follows.

1. The company shall forthwith cause this Agreement to be filed with the Registrar of Joint Stock Companies
2. The sum of One hundred pounds part of the said sum of Three hundred pounds shall be applied by the Company in paying up to the full extent the said ten shares of ten pounds each in the capital of the Company which shares shall be ordinary shares and be numbered 201 to 210 inclusive and these shares shall be credited as paid up accordingly
3. The Vendor shall accept such credit in full satisfaction of the sum of One hundred pounds part of the said sum of Three hundred pounds.

In witness whereof the said Edwin Kelcey and two of the directors of the Company on its behalf have hereunto set their hands

The Schedule above referred to.

One 8 HP Tractor Engine by Ransomes V Co. and one Thrashing Machine.

Jas. F. Norrall

Edwin Kelcey

for the company

Director



REGISTERED

18281

AUG 1889

An Agreement made this first day of August One thousand eight hundred and eighty nine **Between** The Hingham Agricultural Implements Company Limited (hereinafter called "the Company") of the one part and Richard Knight of Hobbing Court Sillingbourne in the County of Kent Esquire (hereinafter called "the Vendor") of the other or second part **Whereas** by an agreement dated the twenty ninth day of June One thousand eight hundred and eighty nine and made between the Vendor of the one part and the Company of the other part the Vendor agreed to sell and the Company agreed to purchase for the sum of One thousand six hundred pounds the inheritance in fee simple in possession free from incumbrances (except as hereinafter mentioned) of the hereditaments specified in the Schedule hereto And that the purchase should be completed and the purchase money paid to the Vendor on the first day of July One thousand eight hundred and eighty nine And that the property was sold and would be conveyed subject to all existing tenancies chief rent and other rents rights of way water and drainage and other easements affecting the same and other outgoings and incidents of tenure without any liability on the Vendor to define the same **And** whereas the Company on the first day of July One thousand eight hundred and eighty nine aforesaid was given possession of the hereditaments aforesaid and a formal conveyance of the same has been executed but the said sum of One thousand six hundred pounds has not yet been paid to the Vendor and the whole amount is now due and payable to him **And** whereas the Vendor is a subscriber to the Memorandum of Association of the Company for One hundred shares in the Capital of the Company of Ten pounds each **And** whereas the parties hereto are desirous that the sum of One thousand pounds part of the said sum of One thousand six hundred pounds shall be satisfied by crediting the sum of One thousand pounds as paid up on the said one hundred shares of Ten pounds each so subscribed for **Now** it is hereby agreed as follows:

DAMAGED DOCUMENT

1. The Company shall forthwith cause this Agreement to be filed with the Registrar of Joint Stock Companies
 2. The sum of One thousand pounds part of the said sum of One thousand six hundred pounds shall be applied by the Company in paying up to the full extent the said one hundred shares of ten pounds each in the capital of the Company which shares shall be ordinary shares to be numbered 1 to 100 inclusive and these shares shall be credited as paid up accordingly.
 3. The Tender shall accept such credit in full satisfaction of the sum of One thousand pounds part of the said sum of One thousand six hundred pounds.
- In witness** whereof the Tender has hereunto set his hand and two of the Directors of the Company on its behalf have hereunto set their hands

The Schedule above referred to.

Firstly **All** that messuage or tenement situate in two dwellings with the outhouses orchards gardens and back sides and all and every the appurtenances thereunto belonging situate in Wingham Street in the Parish of Wingham in the County of Kent formerly in the occupation of Andrew Chittenden and Richard Lake Knight and afterwards of the said Richard Lake Knight alone

Secondly **All** that three several messuages or tenements outhouses edifices buildings orchard yards gardens back sides and one piece or parcel of land thereunto adjoining or belonging or therewith used tithen occupied or enjoyed containing together in the whole by estimation half an acre or thereabouts be the same more or less with their and every of their appurtenances situate lying and being in the said Parish of Wingham formerly in the occupation of John Sweetlove and afterwards of the said Andrew Chittenden Richard Lake Knight or John Smith and lately in the sole occupation of the said Richard Lake Knight all the said premises except as it parts which were sublet have been used and occupied by the said Richard Lake Knight in his

business of Engineer and Machinery Proprietor

The existing or lately existing subtenancies of parts of the said premises under the yearly tenancy of the said Richard Lake Knight are those of Elizabeth Hayward Robert Hills and Maria Phillips at yearly rentals of £15 £9.2.0 and £7 respectively.

Jas. F. Houghball

Edward Elgar.

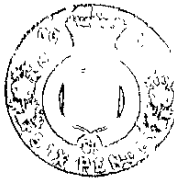
Directors

For the Company

Wm. King



29176/



REGISTERED

18282

AUG 1889

An Agreement made the - first - day of August One thousand eight hundred and eighty nine between The Hingham Agricultural Implement Company Limited hereinafter called "the company" of the one part and Richard Lake Knight of Sittingbourne in the County of Kent Engineer and Machinery Proprietor hereinafter called "the Vendor", of the other or second part. **Whereas** by an agreement dated the twenty ninth day of June One thousand eight hundred and eighty nine and made between the Vendor of the one part and the company of the other part after reciting that the Vendor had for some time past carried on the business of Engineer and Machinery Proprietor and otherwise at Hingham in the County of Kent formerly under the style or firm of "Clutenden and Knight" and then of "R. L. Knight" And reciting the amount of the capital of the company and the number and nature of its shares It was agreed that the Vendor should sell and the Purchaser should purchase First the Goodwill of the said business then being carried on on the freehold premises situate in Hingham Street Hingham aforesaid together with the interest of the Vendor as yearly tenant in the same premises but subject to and with the benefit of the Subtenancies of the premises by Elizabeth Hayward Robert Tille and Maria Phillips respectively as yearly tenants at rents of Fifteen pounds Nine pounds two shillings and Seventeen pounds respectively and to their several agreements for tenancy Secondly the Thrashing machines steam ploughs ploughing tackle road locomotive and other agricultural instruments and implements and other plant machinery office furniture books chattels and effects specified in the Schedule thereto and hereto respectively and Thirdly the stock in trade and the benefit of all contracts and engagements to which the Vendor was entitled in relation to the said business And that the consideration for the said sale should be the sum of Three thousand eight hundred pounds which should be paid in cash And that the purchase should be completed on the first day of July One thousand eight hundred and eighty nine when possession of the property should be given to the company and the consideration aforesaid should be paid and that the company should undertake and indemnify the Vendor against the contracts and engagements the benefit whereof was thereby agreed to be sold And that the Vendor should discharge all outgoings in respect of his tenancy of the said

DAMAGED DOCUMENT

freehold premises up to the twentieth day of June One thousand eight hundred and eighty nine and indemnify the Company in respect thereof And that the Vendor should not at any time thereafter either solely or jointly with or as manager or agent for any other person or persons or Company directly or indirectly carry on or be engaged or concerned or interested in the business of a kind similar to the said business except as regards traction work and steam road rolling nor permit or suffer his name or that of his said firm to be used or employed in carrying on or in connection with such a business except as aforesaid on the South side of the River Stour from Tide to the Sea in the County of Kent nor select (personally or otherwise) for or take orders or customers within the same limits in respect of any such business save so far as the Vendor should as a member of the Company be interested or as an Officer or servant or agent of the Company be employed in the said business thereby agreed to be sold but such restriction should not be deemed to interfere with his attending markets taking orders or otherwise promoting business of a similar character carried on elsewhere than in such limited district **And whereas** the Company was on the first day of July One thousand eight hundred and eighty nine put into possession of the property comprised in the said Agreement as aforesaid but the said sum of Three thousand eight hundred pounds cash has not yet been paid to the Vendor and the whole amount is now due and payable to him **And whereas** the Vendor is a subscriber to the Memorandum of Association of the Company for One hundred shares in the Capital of the Company of Ten pounds each **And whereas** the parties hereto are desirous that the sum of One thousand pounds part of the said consideration or sum of Three thousand eight hundred pounds shall be satisfied by crediting the sum of One thousand pounds as paid up on the said One hundred shares of Ten pounds each so subscribed for **Now** it is hereby agreed as follows.

1. **The** Company shall forthwith cause this Agreement to be filed with the Registrar of Joint Stock Companies
2. **The** sum of One thousand pounds part of the said sum of Three thousand eight hundred pounds shall be applied by the Company in paying up to the full extent the said one hundred shares in the Capital of the Company of Ten pounds each which shares shall be ordinary shares and be numbered 101 to 200 inclusive and these shares shall be credited as paid up accordingly.

3. The Vendor shall accept such credit in full satisfaction of the sum of One thousand pounds part of the said consideration or sum of Three thousand eight hundred pounds

In witness whereof the said Richard Lake Knight and two of the Directors of the Company on its behalf have hereunto set their hands.

The Schedule above referred to

1. Two sets of Threshing Machine with vans and all parts relating thereto One portable Engine by Clayton & Co. All the goods consisting principally of Iron Brass Bolts screws duplicate and wearing parts Horse shoes Tools &c now in use in and belonging to the Mingham business Saw Bench Large Lathe and fittings Drilling machines Shaping machine Small Lathe and fittings Shafting Pulleys and Belting now fitted and existing in Engineers workshop and outbuildings with Lathe Engine Locomotive Boiler and all connections belonging thereto

The above form the machinery for some years used in the Mingham business.

2. One 8 HP Road Locomotive fitted with extra Large Fly Wheel Six six ton trucks for use with above when not employed threshing

This was lately purchased from Mr L 72

H D Acth of Knowlton as an addition to the Mingham business

3. One pair 14 HP Ploughing Engines by Wooling and Potter with Fowlers balanced plough turning cultivator House Water Barrel Pipes &c complete

4. All the fixtures furniture and books in the Office at Mingham aforesaid.

Jas F. Honeyball

Edmund Alger

Directors

For the Company
Richard Lake Knight

Taken 1st Aug. 1889

The Wingham Agricultural
Implement Company
Limited

and

R. L. Knight Esq.

Agreement

To be filed with the papers of the
Wingham Agricultural Implement Co^{rs}.

DAMAGED DOCUMENT

Number of
Certificate } 29,196.

Form No. 26.

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

COMPANY LIMITED BY SHARES.

REGISTERED

20695

6 MAR. 1906



Inland
Revenue
Duty Stamp
to be
impressed
here.

Statement of Increase of the Nominal Capital

OF THE

Wingham Agricultural Implement

COMPANY, LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891, and
Section 7 of The Finance Act, 1899.

(See last Page of this Form.)

This Statement has to be registered with the Notice of Increase in the Nominal
Capital required under Section 34 of The Companies Act, 1862.

TELEGRAMS: "CERTIFICATE, LONDON."

TELEPHONE: NUMBER 246 HOLBORN.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers,

116 & 120 CHANCERY LANE, LONDON, W.C.

Presented for filing by

Wingham
Wingham



THE NOMINAL CAPITAL

OF THE

Birmingham Agricultural Implement

Company, Limited,

has been increased by the addition thereto of the sum of

Four Thousand Pounds,

divided into *Four Hundred* Shares

of *Ten Pounds* each,

beyond the Registered Capital of *Ten Thousand Pounds.*

Signature

W. M. Elgar

Description

Secretary

Dated the

fifth

day

of

March.

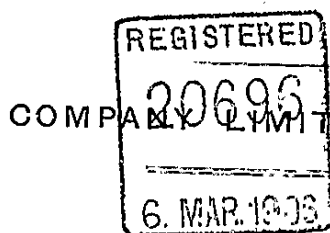
190*6.*

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

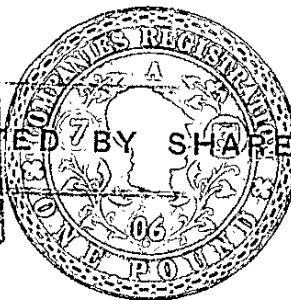
Number of
Certificate } 29196.

39. [Form No. 10,

"THE COMPANIES ACTS, 1862 to 1900."



COMPANY LIMITED BY SHARES.



Ad valorem
Companies'
Fee Stamp
to be
impressed
here.

Notice of Increase in the Nominal Capital

OF THE

Wingham Agricultural Implement
COMPANY, LIMITED.

Pursuant to Section 34 of The Companies Act, 1862.

(See Page 2 of this Form.)

TELEGRAMS: "CERTIFICATE, LONDON."

8.04.
TELEPHONE NUMBER: 246 HOLBORN.

JORDAN & SONS, LIMITED,
Company Registration Agents, Printers, Publishers, and Stationers,
116 & 120 CHANCERY LANE, LONDON, W.C.

Presented for filing by

Wle



SECTION 34 OF THE COMPANIES ACT, 1862.

34. Where a Company has a Capital divided into Shares, whether such Shares may or may not have been converted into Stock, Notice of any Increase in such Capital beyond the registered Capital, and where a Company has not a Capital divided into Shares Notice of any Increase in the Number of Members beyond the registered number, shall be given to the Registrar, in the case of an Increase of Capital within Fifteen Days from the date of the passing of the Resolution by which such Increase has been authorised, and in the case of an Increase of Members within Fifteen Days from the time at which such Increase of Members has been resolved on or has taken place, and the Registrar shall forthwith record the amount of such Increase of Capital or Members. If such Notice is not given within the period aforesaid, the Company in default shall incur a penalty not exceeding Five Pounds for every day during which such neglect to give notice continues, and every Director and Manager of the Company who shall knowingly and wilfully authorise or permit such default shall incur the like penalty.

Notice of Increase in the Nominal Capital

OF THE

Birmingham Agricultural Implement

Company, Limited.

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The Directors of THE *Wingham Agricultural*
Implement COMPANY, LIMITED,

hereby give you notice, in accordance with Section 34 of The Companies
Act, 1862, that by a ~~Special~~ *Extraordinary* Resolution of the Company passed
the *twenty-fourth* day of *February*, 190*6*, and ~~confirmed~~
the ~~day of~~ *day of* ~~190~~ the Nominal

Capital of the Company has been increased by the addition thereto of
the sum of Four Thousand Pounds,
divided into Four Hundred Shares
of Ten Pounds each, beyond the
Registered Capital of Ten Thousand Pounds.

Signature Wm. M. Majors.
Description Secretary.

Dated the 5th day
of March, 1906.

* * * This Notice is to be signed by a Director or the Secretary of the Company.

ALL COMMUNICATIONS SHOULD BE ADDRESSED TO HEAD OFFICE

TELEGRAMS: "AGRICULTURAL"
GOODS ADDRESS: ADISHAM,

The Wingham
Agricultural Implement Coy., Ltd.,

Engineers & Boiler Makers,
Steam Ploughing, Thrashing, Rolling

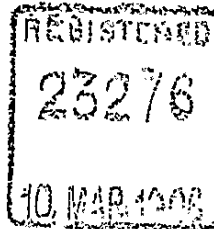
AND
TRACTION ENGINE PROPRIETORS.

Contractors for the supply of Road Materials, &c
AGRICULTURAL MACHINERY OF EVERY DESCRIPTION SUPPLIED.

AGENTS FOR FRATT'S MOTOR SPIRIT.

Branch Works at EASTRY, DOVER.

TELEGRAMS: "AGRICULTURAL, EASTRY."
GOODS ADDRESS: SANDWICH, S.E.R.



Wingham,



Copy of Extraordinary Resolution passed unanimously at a General Meeting
of The Wingham Agricultural Implement Co. Ltd, on the twenty-fourth day
of February, one thousand nine hundred and six.

"That the Capital of the Company be increased from £10,000 to £14,000 by
the creation of 400 new Preference Shares of £15 each, one hundred of
which may be issued by the Directors at their discretion and shall be
entitled to a fixed preferential cumulative dividend at the rate of £5
per cent per annum and ranking in respect of dividend and capital pari
passu with the Preference Shares already authorised, the remaining three
hundred shares to be only issued by the Company in General Meeting with
cumulative or non-cumulative dividend as may then be decided."

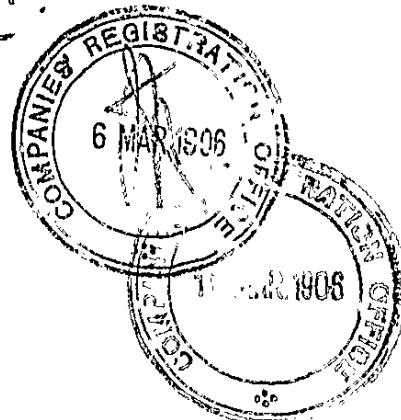
Signed:-

Frederick M. Lloyd

Secretary.

De

mf 236



"THE COMPANIES (CONSOLIDATION) ACT, 1908."

COMPANY LIMITED BY SHARES.

(COPY)

Special Resolutions

(Pursuant to Sections 8, 41, and 69)

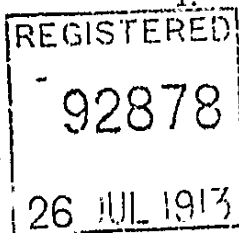
OF THE

WINGHAM AGRICULTURAL IMPLEMENT COMPANY,
LIMITED.

Passed 19th June, 1913.

Confirmed 15th July, 1913.

At an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened, and held at Wingham, Canterbury, on the 19th day of June, 1913, the following SPECIAL RESOLUTIONS were duly passed; and at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly convened, and held at the same place on the 15th day of July, 1913, the following SPECIAL RESOLUTIONS were duly confirmed:—



1. "That the Capital of the Company be increased by the addition thereto of the sum of £10,000, divided into 1000 Five per cent. Participating Preference Shares of £10 each, beyond the present Registered Capital of £14,000, such Shares to further participate in profits equally with the existing Ordinary Shares after the latter have received Six per cent. Dividend, and to rank with respect Capital *pari passu* with the Preference Shares already authorised."
2. "That the Name of the Company be changed from 'THE WINGHAM AGRICULTURAL IMPLEMENT COMPANY, LIMITED,' to 'THE WINGHAM ENGINEERING COMPANY, LIMITED.'"

Frederick M. Elgar.

Secretary.

Filed with the Registrar of Companies
on the 26th day of July, 1913.



JORDAN & SONS, LIMITED,
COMPANY REGISTRATION AGENTS, PRINTERS, PUBLISHERS, AND STATIONERS,
110 AND 117 CHANCERY LANE, LONDON, W.C.



Number of
Certificate

29, 196

Form No. 26.

THE STAMP ACT, 1891; THE FINANCE ACT, 1899; and
THE REVENUE ACT, 1903.

COMPANY LIMITED BY SHARES.

Statement of Increase of the Nominal Capital

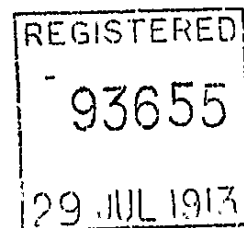
OF

The Wingham Agricultural Implement Company,

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891;
Section 7 of The Finance Act, 1899; and Section 5 of
The Revenue Act, 1903.

(See Page 2 of this Form.)



This Statement has to be registered with the Notice of Increase in the Nominal
Capital required under Section 44 of The Companies (Consolidation) Act, 1908.

23204-11.11

TELEGRAMS: "CERTIFICATE, 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



SECTION 112 OF THE STAMP ACT, 1891,

As altered by Section 7 of The Finance Act, 1899.

112. "A Statement of the Amount which is to form the Nominal Share Capital of any Company to be registered with Limited Liability shall be delivered to the Registrar of Joint Stock Companies in England, Scotland, or Ireland, and a Statement of the Amount of any Increase of Registered Capital of any Company now registered or to be registered with Limited Liability shall be delivered to the said Registrar, and every such Statement shall be charged with an *ad valorem* Stamp Duty of Five Shillings for every One Hundred Pounds and any fraction of One Hundred Pounds over any multiple of One Hundred Pounds of the Amount of such Capital or Increase of Capital as the case may be."

SECTION 5 OF THE REVENUE ACT, 1903.

5. "The Statement of the Amount of any Increase of Registered Capital of any Company registered under The Companies Acts, 1862 to 1900, which is required by Section 112 of The Stamp Act, 1891, to be delivered to the Registrar of Joint Stock Companies, shall be delivered, duly stamped with the Duty charged thereon, within fifteen days after the passing of the Resolution by which the Registered Capital is increased, and, in default of that delivery, the Duty, with interest thereon at the rate of Five per Cent. per annum from the passing of the Resolution, shall be a debt to His Majesty recoverable from the Company."

THE NOMINAL CAPITAL

OF

The Wingham Agricultural Implement Company, LIMITED,

has been increased by the addition thereto of the sum of

Ten thousand Pounds,

divided into *One thousand Participating Preference* Shares

of *Ten pounds* each,

beyond the Registered Capital of *Fourteen thousand pounds*.

Signature *F. W. Molyneux*

Description *Secretary*

Dated the *Twenty third* day

of *July* 191 *3*.

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

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

Number of
Certificate

29 196 / 54

[Form No. 10.]

"THE COMPANIES (CONSOLIDATION) ACT, 1908."

COMPANY LIMITED BY



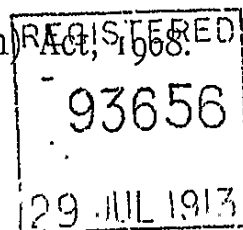
Notice of Increase in the Nominal Capital

OF

The Wingham Agricultural Implement Company
LIMITED.

Pursuant to Section 44 of The Companies (Consolidation) Act, 1908.

(See Page 2 of this Form.)



23203-11.11

TELEGRAMS: "CERTIFICATE, LONDON."

TELEPHONE NUMBER: 246 HOLBORN.

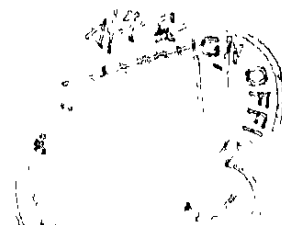
JORDAN & SONS, LIMITED,

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

Presented for filing by



207



SECTION 44 OF THE COMPANIES (CONSOLIDATION) ACT, 1908.

44.—(1) Where a Company having a Share Capital, whether its Shares have or have not been converted into Stock, has increased its Share Capital beyond the registered Capital, and where a Company not having a Share Capital has increased the Number of its Members beyond the registered number, it shall give to the Registrar of Companies, in the case of an Increase of Share Capital, within Fifteen Days after the passing, or in the case of a Special Resolution the confirmation, of the Resolution authorising the Increase, and in the case of an Increase of Members within Fifteen Days after the Increase was resolved on or took place, Notice of the Increase of Capital or Members, and the Registrar shall record the Increase.

(2) If a Company makes default in complying with the requirements of this Section it shall be liable to a fine not exceeding Five Pounds for every day during which the default continues, and every Director and Manager of the Company who knowingly and wilfully authorises or permits the default shall be liable to the like penalty.

Notice of Increase in the Nominal Capital

OF

The Wingham Agricultural Implement Company, Limited.

TO THE REGISTRAR OF JOINT STOCK COMPANIES.

The above-named Company hereby gives you notice, in accordance with
Section 44 of The Companies (Consolidation) Act, 1908, that by a ^{Special} Resolution
passed 19th June, 1913, and confirmed
of the Company ~~dated~~ the *nineteenth* day of *July*, 191*3*,
the Nominal Capital of the Company has been Increased by the addition thereto of
the sum of *_____ Ten thousand _____* Pounds,
divided into *one thousand Participating Preference* Shares
of *Ten pounds _____* each, beyond the
Registered Capital of *Fourteen thousand _____* Pounds.

Signature *Fred M. Sykes.*

Description *Secretary*

Dated the *twenty third* day
of *July* *_____* 191*3*.

10
1.

*** This Notice should be signed by the Manager or Secretary of the Company.

B

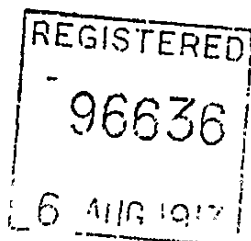
[C. No. 92.]

It is requested that any reply to this letter may be addressed to the Comptroller of the Companies Department, Board of Trade, 55, Whitehall, London, S.W. (Telegraphic Address: "Companies, Parl, London,") and that the following number may be quoted:—

2638

5-0-11.
BOARD OF TRADE,

2nd
18th August 1913



Gentlemen,

The Wingham Agricultural Implement Company
Limited

With reference to your application of the 29th July I am directed by the Board of Trade to inform you that they approve of the name of the above-named Company being changed to

The Wingham Engineering Company Limited

This communication should be tendered to the Registrar of Joint Stock Companies, Beverset House, London W.C.

as his authority for entering the new name on the Register, and for issuing his Certificate under Section 8 (4) of the Companies (Consolidation) Act, 1908.

A Postal Order for 5/—, made payable to the Commissioners of Inland Revenue, must at the same time be forwarded to the Registrar in payment of the Registration fee.

I am, Gentlemen,

Your obedient Servant,

H. H. Payne

for filing by



Messrs Jordan & Sons Ltd

116 & 117 Chancery Lane
W.C.

No. 29196



Certificate of Change of Name.

I hereby Certify, That the

*Wingham Agricultural Implement
Company Limited*

having, with the sanction of a **Special Resolution** of the said Company, and with the

approval of the BOARD OF TRADE, changed its name, is now called the

*Wingham Engineering Company
Limited*

and I have entered such new name on the Register accordingly.

Given under my hand at London, this *twelfth* day of *August*
One Thousand Nine Hundred and *thirteen*.

Geo. Harpur

Assistant Registrar of Joint Stock Companies.

Certificate received by *A. H. H. H.*

Date

8/8/13

*J. Jordan & Sons,
117 Chancery Lane,*

Special Resolution

(Pursuant to The Companies (Consolidation) Act, 1908, Section 69)

OR

THE WINGHAM ENGINEERING COMPANY, LIMITED.



117712

Passed 10th July, 1919.

Confirmed 31st July, 1919.

19 AUG 1919

At an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened, and held at Wingham in the County of Kent, on the Tenth day of July, 1919, the following SPECIAL RESOLUTION was duly passed; and at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly convened, and held at the same place on the Thirty-first day of July, 1919, such RESOLUTION was duly confirmed as a SPECIAL RESOLUTION:—

That the Articles of Association of the Company be altered by adding next after the existing Article 62 the following new Articles, to be numbered 62A and 62B, namely:—

"62A. The Holders of any class of shares shall have power at any time and from time to time and whether before or during liquidation by an Extraordinary Resolution passed at a meeting of such holders of which notice specifying the intention to propose such Resolution shall have been duly given to consent on behalf of all the holders of shares of the class.

"(A) To the issue or creation of any shares ranking equally with the shares of the class or having any priority thereto which could not be issued under the powers hereinbefore contained without the consent of all the holders of shares of the class; or

"(B) To the abandonment or alteration of any preference privilege priority or special right whether as regards capital or dividends or of any right of voting affecting the class of shares or to the abandonment of any accrued dividend or the reduction for any time or permanently of the dividends payable thereon or to the amalgamation into one class of the shares of any two or more classes or to the division of shares into shares of different classes or to any alteration in these Articles varying or abrogating or putting an end to any rights or privilege attached to shares of the class; or

"(C) To any scheme for the reduction of capital prejudicially affecting the class of shares as compared with any other class and not otherwise authorised by these Articles; or

"(D) To any scheme for the distribution of assets in money or kind in or before liquidation though such scheme may not be in accordance with legal rights or to any contract for the sale of the whole or any part of the Company's undertaking or property determining the manner in which as between the several classes of shareholders the purchase consideration shall be distributed (though such distribution may not be in accordance with legal rights); and

"(E) Generally to any alteration contract compromise or arrangement which the persons voting thereon could if *en jure* and holding all the shares of the class consent to or enter into:

"And a Resolution so passed shall be binding upon all the holders of shares of the class provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the Resolution could have been effected without it under the provision contained in these Articles. The consent in writing of the holders of three-fourths of the share of the class shall have the same effect as a Resolution passed at a voting of holders of shares of the class.

"62B. Any meeting for the purpose of the last preceding Article shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company but no member not being a Director shall be entitled to notice thereof or not being a Director or the duly appointed proxy of a corporation entitled to shares of the class shall be entitled to attend thereat unless he holds shares of the class intended to be affected by the Resolution and (except that a Chairman if a Director may give casting vote whether a holder of shares of the class or not) votes shall only be given in respect of shares of that class and at any such meeting or any adjournment thereof the quorum shall be members holding or representing by proxy at least one half of the issued shares of the class and a poll may be demanded at any such meeting by any three members of the class present in person and entitled to vote at the meeting."

W. W. W. W.
Chairman





Special Resolutions

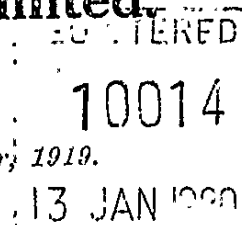
[Pursuant to the Companies (Consolidation) Act, 1908, Section 69.]

OF THE

Wingham Engineering Company Limited.

Passed 21st November, 1919.

Confirmed 12th December, 1919.



At an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened, and held at Wingham, in the County of Kent, on the Twenty-first day of November, 1919, the following SPECIAL RESOLUTIONS were duly passed; and at a subsequent EXTRAORDINARY GENERAL MEETING of the Members of the said Company, also duly convened, and held at the same place on the Twelfth day of December, 1919, such RESOLUTIONS were duly confirmed as SPECIAL RESOLUTIONS:—

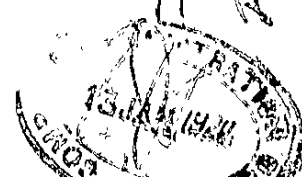
"1. That the 563 Cumulative Preference Shares of £10 each, the 198 Non-Cumulative Preference Shares of £10 each, and the 660 Participating Preference Shares of £10 each of the Company, already issued, and 102 Non-Cumulative Preference Shares of £10 each, and the 340 Participating Preference Shares of £10 each, unissued, upon which no sum has been paid, be consolidated into one class of 1,863 Preference Shares, all ranking *pari passu* with one another and entitled to the following rights and subject to the following restrictions:—

- "(a) The right to receive a Non-Cumulative Preferential Dividend at the rate of Six per cent. per annum on the amounts paid or credited as paid thereon in priority to the payments of any Dividend on the Ordinary Shares.
- "(b) The right on the winding up of the Company to receive out of the surplus assets of the Company distributable amongst the Members the amounts paid or credited as paid on the Preference Shares in priority to any distribution amongst the Holders of the Ordinary Shares.
- "(c) The right on a poll to one vote for every Preference Share held.
- "(d) The Preference Shares shall confer no further right to participate in the profits or to share in the surplus assets of the Company.

"2. That each of the 537 Ordinary Shares of £10 each of the Company which have been issued and are fully paid be sub-divided into Ten Ordinary fully paid Shares of One Pound each, each of such sub-divided Shares to confer upon the Holder thereof one vote on a poll.

"3. That the Capital of the Company be increased to £60,000 by the creation 3,600 new Preference Shares of £10 each, ranking in all respects *pari passu* with and entitled to the same rights and subject to the same restrictions as the existing 1,863 Preference Shares of £10 each.

Filed by
SPECIALLY, MUMFORD & ORRIS,
Solicitors, 11, Abchurch Lane, W.O.



"4. That the Articles of Association be altered in manner following, namely:—

"(1) By adding next after the existing Article 9 the following new Article, to be numbered Article 9A, namely:—

"9A. The existing Capital of the Company is £60,000, divided into 5,463 Preference Shares of £10 each, numbered 1 to 5,463, both inclusive, and 5,370 Ordinary Shares of £1 each, numbered 5,464 to 10,833, both inclusive. The Preference Shares are entitled to the following rights and subject to the following restrictions, namely:—

"(a) The right to receive Non-Cumulative Preferential Dividend at the rate of Six per cent. per annum on the amounts paid or credited as paid thereon in priority to the payment of any Dividend on the Ordinary Shares.

"(b) The right in the winding up of the Company to receive out of the surplus assets of the Company distributable amongst the Members the amounts paid or credited as paid on the Preference Shares in priority to any distribution amongst the Holders of the Ordinary Shares, but to no further right to participate in the profits or to share in the surplus assets of the Company.

"(2) By adding next after Article 30 the following new Article, to be numbered 30A, namely:—

"30A. The following provisions shall have effect; that is to say—

"(a) A Share may be transferred by a Member or other person entitled to transfer the Share to any Member selected by the transferor.

"(b) Any Share may be transferred at any time by a Member to his or her father or mother or to any lineal descendant of such father or mother, or to his or her wife or husband, and any Share of a deceased Member may be transferred by his executors or administrators to the widow or widower or any such relative as aforesaid of such deceased Member being a *cestui que trust* or specific legatee thereof, and Shares standing in the name of any deceased Member may be transferred to or placed in the names of the trustees of his Will, and upon any change of trustees may be transferred to the trustees for the time being of such Will. The Directors shall be entitled to accept a statutory declaration by a person transferring a Share under this Sub-Clause as conclusive evidence that the transfer is being made under the powers conferred by this Sub-Clause.

"(c) Save as hereby otherwise provided, no Share shall be transferred to any person who is not a Member of the Company so long as any Member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership thereof is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.

"(d) Except in cases where the transfer is made pursuant to Sub-Clauses (a) or (b) hereof, the person, whether a Member of the Company or not, proposing to transfer a Share (hereinafter called 'the proposing transferor') shall give notice in writing (hereinafter described as 'the transfer notice') to the Company that he desires to transfer the same. Every transfer notice shall specify the denoting numbers of the Shares which the proposing transferor desires to transfer, and shall constitute the Company his agent for the sale of such Shares to any Member of the Company or person selected as aforesaid, at the fair value. The transfer notice may include several Shares, and in that case shall operate as if it were a separate notice in respect of each such Share. A transfer notice shall not be revocable except with the sanction of the Directors.

"(e) If the Company shall within the space of twenty-eight days after service of a transfer notice find a Member, or person selected as aforesaid, willing to purchase any Share comprised therein (hereinafter described as 'the purchaser'); and shall give notice thereof to the proposing transferor, the proposing transferor shall be bound upon payment of the fair value to transfer the Share to such purchaser.

- "(f) At the Ordinary General Meeting in each year the Company shall by Resolution fix the price at which the Shares of each class for the time being forming part of the Capital of the Company may be purchased in pursuance of a transfer notice. The sum fixed as aforesaid at the Ordinary General Meeting last preceding the service of a transfer notice at which a fair value shall have been fixed, together with the addition thereto of a sum equal to Six per cent. per annum thereon, less Income Tax at the rate then current, calculated from the end of the financial period of the Company last preceding the service of the transfer notice to the date of the completion of the sale, less any Dividend paid in the meantime, shall for the purposes of Sub-Paragraphs (c), ~~(d)~~ ^(e) of this Article be deemed to be the fair value of any Share comprised in such notice. The sum so fixed shall continue to be deemed the fair value for the purposes of this Article until it shall have been altered at an Ordinary General Meeting of the Company. Until such price has been fixed as herein provided such price shall be deemed to be a sum equal to the Capital paid up on the Share.
- "(g) In the event of the proposing transferor after becoming bound as aforesaid failing to transfer any Shares which he shall have become bound to transfer as aforesaid, the Directors may execute a transfer in his name, and may give a good receipt for the purchase price of such Shares, and may register the purchaser as Holder thereof and issue to him a Certificate for the same, and thereupon the purchaser shall become indefeasibly entitled thereto. The proposing transferor shall in such case be bound to deliver up his Certificate for the said Shares, and on such delivery shall be entitled to receive the said purchase price without interest, and if such Certificate shall comprise any Shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance Certificate for such Shares.
- "(h) If the Directors shall not within the space of twenty-eight days after service of a transfer notice find a purchaser for all or any of the Shares comprised therein and give notice in manner aforesaid, or if through no default of the proposing transferor the purchase of any Shares in respect of which such last-mentioned notice shall be given shall not be completed within twenty-one days from the service of such notice, the proposing transferor shall at any time within six months thereafter be at liberty, subject to Article 31 hereof, to sell and transfer the Shares comprised in his transfer notice (or such of them as shall not have been sold to a purchaser) to any person and at any price.
- "(i) The Company in General Meeting may make and from time to time vary rules as to the mode in which any Shares specified in a transfer notice shall be offered to the Members and as to the rights in regard to the purchase thereof, and in particular may give to any Member or class of Members a preferential right to purchase the same, but this shall be without prejudice to the rights of the Directors to offer the Share to a person selected by them as aforesaid.
- "(j) Until otherwise determined every such Share shall (without prejudice to such right of the Directors) be offered to the Members in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit."

A. H. TAYLOR,

Secretary.

Filed with the Registrar of Companies on the day of , 19

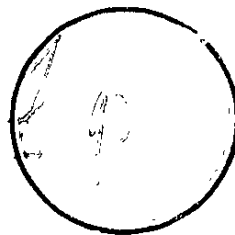
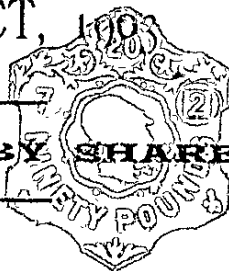
Specchly Mumpford & Craig
10 New Square W.C.
Solicitors for the said
Company.

Number of Certificate 29196/41

Form No. 26.

THE STAMP ACT, 1891; THE FINANCE ACT, 1899; and
THE REVENUE ACT, 1903

COMPANY LIMITED BY SHARES.



and
Revenue
Duty Stamp
to be
impressed
here.

Statement of Increase of the Nominal Capital

OF

Wingham Engineering
Company
LIMITED,



Pursuant to Section 112 of The Stamp Act, 1891; Section 7 of The Finance Act, 1899; and Section 5 of The Revenue Act, 1903.

(See Page 2 of this Form.)

32099

10 FEB 1920

This Statement has to be registered with the Notice of Increase in the Nominal Capital required under Section 44 of The Companies (Consolidation) Act, 1908.

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE NUMBER: HOLBORN 248.

JORDAN & SONS, LIMITED,

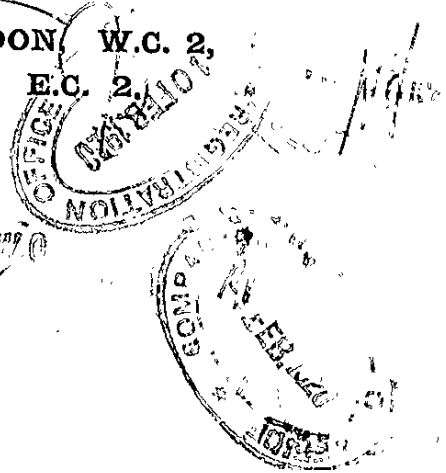
Company Registration Agents, Printers, Publishers, and Stationers

116 & 117 CHANCERY LANE, LONDON, W.C. 2,
and 13 BROAD STREET PLACE, E.C. 2.

Presented for filing by

SPECIALY, MUMFORD & PRINCE

70, New Square Lincoln Inn



SECTION 112 OF THE STAMP ACT, 1891,

As altered by Section 7 of The Finance Act, 1899.

112. "A Statement of the Amount which is to form the Nominal Share Capital of any Company to be registered with Limited Liability shall be delivered to the Registrar of Joint Stock Companies in England, Scotland, or Ireland, and a Statement of the Amount of any Increase of Registered Capital of any Company now registered or to be registered with Limited Liability shall be delivered to the said Registrar, and every such Statement shall be charged with an *ad valorem* Stamp Duty of Five Shillings for every One Hundred Pounds and any fraction of One Hundred Pounds over any multiple of One Hundred Pounds of the Amount of such Capital or Increase of Capital as the case may be."

SECTION 5 OF THE REVENUE ACT, 1903.

5. "The Statement of the Amount of any Increase of Registered Capital of any Company registered under The Companies Acts, 1862 to 1900, which is required by Section 112 of The Stamp Act, 1891, to be delivered to the Registrar of Joint Stock Companies, shall be delivered, duly stamped with the Duty charged thereon, within fifteen days after the passing of the Resolution by which the Registered Capital is increased, and, in default of that delivery, the Duty, with interest thereon at the rate of Five per cent. per annum from the passing of the Resolution, shall be a debt to His Majesty recoverable from the Company."

THE NOMINAL CAPITAL

OF

The Wingham Engineering
Company LIMITED,

has been increased by the addition thereto of the sum of

Thirty six thousand Pounds,

divided into *three thousand six hundred* shares

Preference shares -

of *ten pounds* each,

beyond the Registered Capital of *Twenty four thousand*
pounds -

Signature

A. St. Taylor

Description

Secretary

Dated the

31st

day

36
24
60

of *January* 19*20*.

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

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

"THE COMPANIES ACTS, 1908 to 1917."

Ad valorem
Companies
Fee Stamp
to be
impressed
here.

Notice of Increase in the Nominal Capital

OF

Wingham Engineering Co
LIMITED.

32100

Pursuant to Section 44 of The Companies (Consolidation) Act, 1908.

(See Page 2 of this Form.)

50881-5.19

TELEGRAMS: "CERTIFICATE. FLEET. LONDON."

TELEPHONE NUMBER: HOLBORN 246.

JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, Publishers, and Stationers,

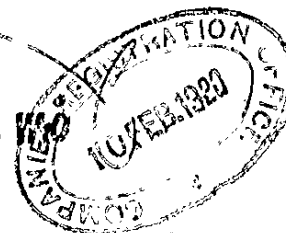
116 & 117 CHANCERY LANE, LONDON, W.C. 2,

and 13 BROAD STREET PLACE, E.C. 2.

Presented for filing by

SPEECHLY, MUMFORD & ORR,

10, New Square, Lincoln's Inn, W.C. 2.



[Handwritten signature]

[Handwritten signature]

44.—(1) Where a Company having a Share Capital, whether its Shares have or have not been converted into Stock, has increased its Share Capital beyond the registered Capital, and where a Company not having a Share Capital has increased the Number of its Members beyond the registered number, it shall give to the Registrar of Companies, in the case of an Increase of Share Capital, within Fifteen Days after the passing, or in the case of a Special Resolution the confirmation, of the Resolution authorising the Increase, and in the case of an Increase of Members within Fifteen Days after the Increase was resolved on or took place, Notice of the Increase of Capital or Members, and the Registrar shall record the Increase.

$$\begin{array}{r} 19 \\ 31 \\ \hline 55 \end{array}$$

Notice of Increase in the Nominal Capital

OF

Wingham Engineering
Company Limited

To THE REGISTRAR OF JOINT STOCK COMPANIES.

The above-named Company hereby gives you notice, in accordance with Section 44 of The Companies (Consolidation) Act, 1908, that by a Resolution of the Company dated the 12th day of December 1919, the Nominal Capital of the Company has been increased by the addition thereto of the sum of thirty six thousand Pounds, divided into three thousand six hundred ~~Shares~~ preference shares of ten pounds each, beyond the Registered Capital of twenty four thousand Pounds.

Signature

A. H. Taylor

Description

Secretary

Dated the

31st

day

of

January

1920

64
50
60,000

*** This Notice should be signed by the Manager or Secretary of the Company.

NO. OF COMPANY 29,196.

(COPY)



Special Resolution

(Pursuant to The Companies Act, 1929, Section 117)

OF

The Wingham Engineering Company, LIMITED.

Passed the 3rd day of October, 1934.

REGISTERED

16 OCT 1934

AT a GENERAL MEETING of the Members of the above-named Company, duly convened and held at Wingham, in the County of Kent, on the Third day of October, 1934, the following Resolution was duly passed as a SPECIAL RESOLUTION:—

“That the Articles of Association of the Company be altered by deleting from Article 77 the following words, viz.: ‘If he accepts or holds any other office under the Company except that of Managing Director.’”

A. H. Taylor
Secretary.

Presented to the Registrar of Companies
on the 16th day of October, 1934.

JORDAN & SONS, LIMITED.

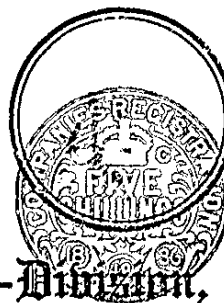
COMPANY REGISTRATION AGENTS, PRINTERS, AND PUBLISHERS,
CHANCERY LANE, LONDON. W.C.2 AND 13 BROAD STREET PLACE, E.C.2—78003-34



Number of } 29,196.
Company }

[Form No. 28.]

"THE COMPANIES ACT, 1929."



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

Notice of Consolidation, Division, Sub-Division, or Conversion into Stock of Shares

(Specifying the Shares so Consolidated, Divided, Sub-Divided,
or Converted into Stock)

OR OF THE

Re-conversion into Shares of Stock

(Specifying the Stock so Re-converted)

OR OF THE

Redemption of Redeemable Preference Shares,

OR OF THE

Cancellation of Shares

(Otherwise than in connection with a Reduction of Share Capital
under Section 55 of The Companies Act, 1929)

OF

THE WINGHAM ENGINEERING COMPANY

LIMITED.

Pursuant to Section 51 of The Companies Act, 1929.

(See Page 2 of this Form.)

TELEGRAMS: "CERTIFICATE, ESTRAND, LONDON."

TELEPHONE NUMBER: HOLBORN 0484 (3 LINES.)

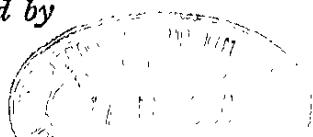
JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers

116 CHANCERY LANE, LONDON, W.C. 2

And 13 BROAD STREET PLACE, E.C. 2

Presented by



Section 51 of The Companies Act, 1929.

51.—(1) If a Company having a Share Capital has—

- (a) Consolidated and divided its Share Capital into Shares of larger amount than its existing Shares ; or
- (b) Converted any Shares into Stock ; or
- (c) Re-converted Stock into Shares ; or
- (d) Subdivided its Shares or any of them ; or
- (e) Redeemed any redeemable Preference Shares ; or
- (f) Cancelled any Shares, otherwise than in connection with a reduction of Share Capital under Section 55 of this Act,

it shall within one month after so doing give notice thereof to the Registrar of Companies specifying, as the case may be, the Shares consolidated, divided, converted, subdivided, redeemed or cancelled, or the Stock re-converted.

(2) If default is made in complying with this Section, the Company and every officer of the Company who is in default shall be liable to a default fine.

To THE REGISTRAR OF COMPANIES.

THE WINGHAM ENGINEERING COMPANY, LIMITED,

hereby gives you Notice in accordance with Section 51 of The Companies Act, 1929, that* 1963 of the Preference Shares of the Company which have not been taken or agreed to be taken have been cancelled

Signature

Officer

(State whether Director, Manager, or the Secretary of the Company.)

Dated the

day of

*e.g. In the case of Consolidation and Division, "the 1000 Preference £10 Shares of this Company numbered 1 to 1000 have been Consolidated and Divided into 500 Preference Shares of £20 each, numbered 1 to 500." In the case of Conversion into Stock, "the 10,000 Ordinary Shares of £5 each of this Company numbered 1 to 10,000 have been Converted into £50,000 Ordinary Stock." In the case of Re-conversion into Shares, "the £50,000 Ordinary Stock of this Company has been Re-converted into 10,000 Ordinary Shares of £5 each numbered 1 to 10,000." In the case of Sub-Division, "each of the 5000 Ordinary Shares of £5 each has been Divided into 5 Shares of £1 each." In the case of Redemption, "500 of the Redeemable Preference Shares of £1 each of this Company numbered 1 to 500 have been Redeemed." In the case of Cancellation, "2500 of the Ordinary Shares of the Company which have not been taken or agreed to be taken have been Cancelled."

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

73

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.

(COPY)

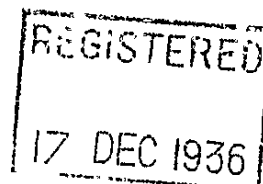
Special Resolutions

(Pursuant to The Companies Act, 1929, Sections 10, 50, and 117)

OF

The Wingham Engineering Company, LIMITED.

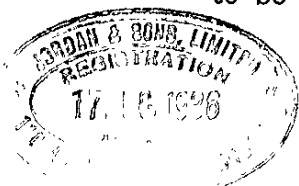
Passed the 9th day of December, 1936.



AT an EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened, and held at the Registered Office of the Company at Wingham, Near Canterbury, in the County of Kent, on the 9th day of December, 1936, the following SPECIAL RESOLUTIONS were duly passed:—

1. "That the 5,370 existing Ordinary Shares in the Capital of the Company be renumbered 1 to 5370 inclusive, and that the existing Certificates for Ordinary Shares be called in by the Directors and cancelled and that new Certificates be issued in exchange therefor."
2. "That the Share Capital of the Company be reduced from £60,000 (divided into 5463 Preference Shares of £10 each and 5370 Ordinary Shares of £1 each) to £40,370 by cancelling 1963 of the Preference Shares which have not been taken or agreed to be taken by any person."
3. "That upon the said reduction of Capital taking effect the Share Capital of the Company be increased from £40,370 to £60,000 by the creation of 19,630 additional Ordinary Shares of £1 each, ranking for Dividend and in all other respects *pari passu* with the 5370 existing Ordinary Shares."
4. "That the Articles of Association of the Company be altered by inserting immediately after Article 114 the following new Article, to be numbered 114A, under the heading 'Capitalisation of Profits':—

352



114A. (1) The Company in General Meeting may at any time and from time to time pass a Resolution to the effect that it is desirable to capitalise a sum, being the whole or part of the undivided profits of the Company then standing to the credit of the Company's Reserve Account, or to the credit of the Profit and Loss Account, or being otherwise available for distribution, and accordingly that such sum be distributed as a Bonus, free of Income Tax, among the Holders of Ordinary Shares of the Company at the date of the passing of such Resolution in proportion to the amount paid up on the Ordinary Shares held by them respectively, and that the Directors be authorised to distribute among them (or their nominees) unissued Shares credited as fully paid up to the like nominal value and in the like proportion and in satisfaction of such Bonus.

(2) When such Resolution has been passed the Directors may allot and issue unissued Shares credited as fully paid up to the Holders of Ordinary Shares of the Company (or their nominees) in satisfaction of the said Bonus, and as nearly as may be in proportion to the amount paid up on the Ordinary Shares held by them respectively, with full power to make such provision by the issue of Fractional Certificates or otherwise as they think expedient for the case of fractions, and prior to such allotment may, if they think fit, authorise any person on behalf of the Holders of Ordinary Shares of the Company to enter into an Agreement with the Company providing for the allotment to them (or their nominees) of such Shares, credited as fully paid up and in satisfaction as aforesaid, and any Agreement made under such authority shall be effective."

A. L. J.
Secretary.

Presented to the Registrar of Companies
on the 14th day of December, 1936.

"The Companies Act, 1929."

COMPANY LIMITED BY SHARES.



(COPY)

Special Resolutions

(Pursuant to The Companies Act, 1929, Sections 10, 50, and 117)

OF

**The Wingham Engineering Company,
LIMITED.**

Passed the 26th day of June, 1943.



AT AN EXTRAORDINARY GENERAL MEETING of the Members of the above-named Company, duly convened, and held at the Registered Office of the Company at Wingham, Near Canterbury, in the County of Kent, on the 26th day of June, 1943, the following SPECIAL RESOLUTIONS were duly passed:—

1. That the Articles of Association of the Company be altered by deleting Articles 117 and 118 and by substituting therefor the following new Articles to be numbered 117 and 118:—

" 117. The Directors shall once at least in every year lay before the Company in General Meeting a Profit and Loss Account for the period since the preceding account, made up to a date not earlier than the date of the Meeting by more than six months. The Directors shall also cause to be made out in every year and to be laid before the Company in General Meeting a Balance Sheet as at the date to which the Profit and Loss Account is made up."

" 118. Every such Balance Sheet as aforesaid shall be signed on behalf of the Board by two of the Directors, and shall have attached to it a report by the Directors with respect to the state of the Company's affairs and the amount (if any) which they recommend shall be paid by way of Dividend to the Members, and the amount (if any) which they have carried or propose to carry to



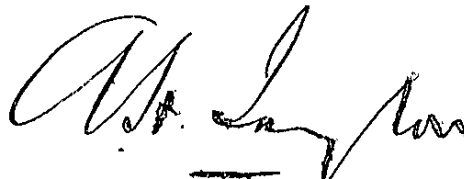
~~687~~ A189



✓ reserve. It shall also have attached to it the Auditors' Report and such other documents as shall be required by the Companies Act 1929 to be annexed thereto."

2. That the Articles of Association of the Company be altered further by inserting immediately after the substituted Article 118 the following new Article to be numbered 118A under the heading "Distribution of Realised Accretions of Capital Assets":—

"118A. The Company in General Meeting may at any time and from time to time upon the recommendation of the Directors, pass a Resolution to the effect that any sum standing to the credit of any Reserve Account and representing realised accretions of capital assets shall be distributed by way of capital bonus to the holders of Ordinary Shares in proportion to the amount paid up on the Ordinary Shares held by them respectively, and the Directors shall give effect to any such Resolution."


Secretary.

Presented to the Registrar of Companies
on the 10th day of July, 1943.

COMPANY LIMITED BY SHARES



Extraordinary Resolution

of

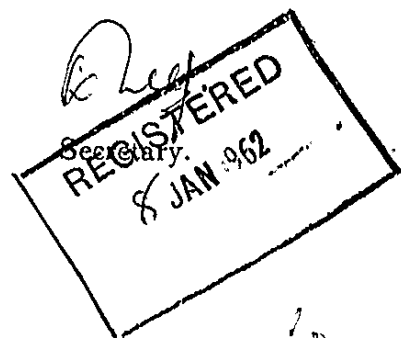
**THE WINGHAM ENGINEERING COMPANY,
LIMITED**

Passed the 12th day of December, 1961

At an EXTRAORDINARY GENERAL MEETING of the holders of the Ordinary Shares in the said Company, duly convened, and held at the registered office, Wingham, Canterbury, in the County of Kent, on the 12th day of December, 1961, the following Resolution was duly passed as an Extraordinary Resolution :—

EXTRAORDINARY RESOLUTION

That this separate general meeting of the holders of the Ordinary Shares in the Company hereby consents on behalf of all the holders of shares of that class to the resolutions passed or proposed to be passed at the Extraordinary General Meeting of the Company convened for the 12th December, 1961.



*Presented by
W. J. Gilbert & Co. Ltd.
13, Portico Lane
London W. 12*

1142

The Companies Act, 1948

COMPANY LIMITED BY SHARES



Extraordinary Resolution

of

**THE WINGHAM ENGINEERING COMPANY,
LIMITED**

Passed the 12th day of December, 1961

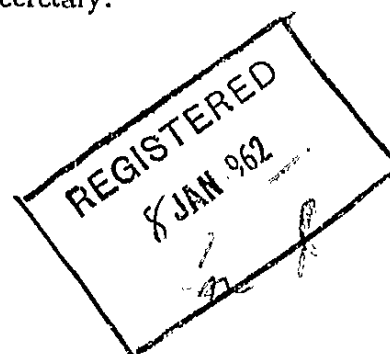
At an EXTRAORDINARY GENERAL MEETING of the holders of the Preference Shares in the said Company, duly convened, and held at the registered office, Wingham, Canterbury, in the County of Kent, on the 12th day of December, 1961, the following Resolution was duly passed as an Extraordinary Resolution :—

EXTRAORDINARY RESOLUTION

That this separate general meeting of the holders of the Preference Shares in the Company hereby consents on behalf of all the holders of shares of that class to the resolutions passed or proposed to be passed at the Extraordinary General Meeting of the Company convened for the 12th December, 1961.

[Signature]
Secretary.

*Presented by
W. M. Herbert & Son Ltd
13, Portugal St.
London W.C.2.*



Number of)
Company } 29, 196. / 14-3

Form No. 28.

THE COMPANIES ACT, 1948.



Notice of sub-division of shares, specifying
the shares to be sub-divided.

Pursuant to Section 62.

Name of Company: THE WINGHAM ENGINEERING COMPANY,
LIMITED.

Presented by Furley & Page, Solicitors,
38 St. Margaret's Street,
Canterbury, Kent.

To the Registrar of Companies.

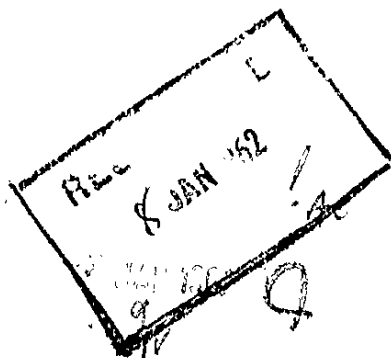
The Wingham Engineering Company, Limited hereby gives
you notice in accordance with Section 62 of the Companies
Act, 1948, that the 25,000 Ordinary Shares of £1 each in the
capital of the Company have been sub-divided into 100,000
Ordinary Shares of 5s each.

Signature

Secretary.

DATED the 12th day of December 1961.

Presented by
W. Herbert & Co. Ltd
13, Portico Lane
London W.C.2





COMPANY LIMITED BY SHARES

Special Resolutions

of

**THE WINGHAM ENGINEERING COMPANY,
LIMITED**

Passed the 12th day of December, 1961

At an EXTRAORDINARY GENERAL MEETING of the members of the said Company, duly convened, and held at the registered office, Wingham, Canterbury, in the County of Kent, on the 12th day of December, 1961, the following Resolutions were duly passed as Special Resolutions:—

SPECIAL RESOLUTIONS

1. That each of the existing 25,000 Ordinary Shares of £1 each in the capital of the Company be sub-divided into four Ordinary Shares of 5s. each.
2. That the capital of the Company be increased from £60,000 to £185,000 by the creation of 500,000 additional Ordinary Shares of 5s. each.
3. That with effect from the 1st July, 1961, the rate of the Non-Cumulative Preferential Dividend to which the Preference Shares are entitled pursuant to Article 9A of the Articles of Association of the Company be increased from Six per centum per annum to Seven and one half per centum per annum.
4. That the Articles of Association of the Company be altered as follows:—
 - (a) by deleting Article 9A and substituting therefor the following new Article, namely:—

9A. The Share capital of the Company is £185,000 divided into 3,500 Preference Shares of £10 each, and 600,000 Ordinary Shares of 5s. each. The Preference Shares are entitled to the following rights and subject to the following restrictions, namely:—

(A) The right to receive Non-Cumulative Preferential Dividend at the rate of Seven and one half per centum per annum on the amounts paid or credited as paid thereon in priority to the payment of any Dividend on the Ordinary Shares.

(B) The right in the winding up of the Company to receive out of the surplus assets of the Company distributable amongst the Members the amounts paid or credited as paid on the Preference Shares in priority to any distribution amongst the Holders of the Ordinary Shares, but to no further right to participate in the profits or to share in the surplus assets of the Company.
 - (b) by deleting from Article 10 the last sentence thereof and substituting therefor the words: "Every certificate of shares shall specify the shares to which it relates and the amount paid up thereon."
 - (c) by deleting from Article 30A (b) the words "the denoting number of."
 - (d) by deleting Article 114A and substituting therefor the following new Article, namely:—

114A. Regulations 128 and 129 in Part I of Table A in the First Schedule to the Companies Act, 1948, shall apply to the Company.
5. That the foregoing resolutions be conditional upon their being consented to by Extraordinary Resolutions of separate meetings of the holders of the Preference Shares and of the Ordinary Shares in the Company in accordance with Article 62A of the Articles of Association of the Company within one month of the date hereof.

Revised by
W. J. Bell & Son Ltd.
15. 12. 1961

G. J. J.
Secretary.

THE COMPANIES ACT, 1948

Notice of Increase in Nominal Capital

Pursuant to section 63

Insert the
Name
of the
Company

The Wingham Engineering Company,

LIMITED

NOTE.—This Notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

A filing fee of 5s. is payable on this Notice in addition to the Board of Trade Registration Fees (if any) and the Capital Duty payable on the increase of Capital. (See Twelfth Schedule to the Act).

Presented by

FURLEY & PAGE, Solicitors,

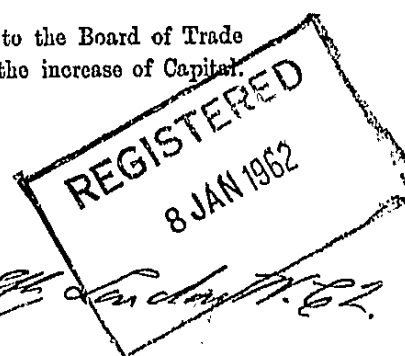
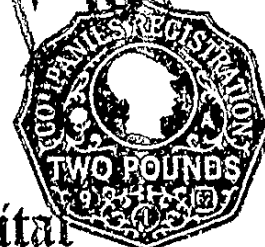
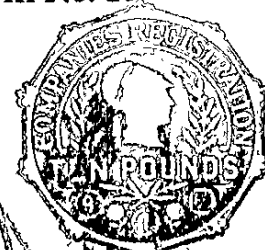
38 St. Margaret's Street,

Canterbury, Kent.

The Solicitors' Law Stationery Society, Limited
2 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
5 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS

Companies 6A



To THE REGISTRAR OF COMPANIES.

The Wingham Engineering Company,

Limited, hereby gives you notice, pursuant to

*"Ordinary",
"Extra-
ordinary", or
"Special".
Section 63 of the Companies Act, 1948, that by a * Special
Resolution of the Company dated the 12th day of December, 1961,
the Nominal Capital of the Company has been increased by the addition thereto of
the sum of £ 125,000 beyond the Registered Capital
of £ 50,000

The additional Capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each Share
500,000	Ordinary	5s.

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.)
subject to which the new shares have been, or are to be, issued are as follows:—

The new shares shall be considered part of the
Ordinary Shares in the original capital.

. If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature _____

State whether Director
or Secretary }

Secretary _____

Dated the 12th day of December 1961

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

THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

Statement of Increase of the Nominal Capital

OF

The Wingham Engineering Company,

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is Increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1903.)

Presented by

FURLEY & PAGE, Solicitors,

38 St. Margaret's Street,

Canterbury, Kent.

The Solicitors' Law Stationery Society, Limited,
22 Chancery Lane, W.C.2; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
15 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

Companies 6B

THE NOMINAL CAPITAL

OF

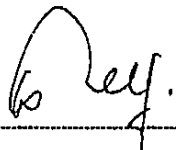
The Wingham Engineering Company, Limited
has by a Resolution of the Company dated
12th December, 1961 been increased by
the addition thereto of the sum of £ 125,000,
divided into:—

500,000 Shares of 5s. each

~~Shares of~~ each

beyond the registered Capital of £60,000

Signature _____

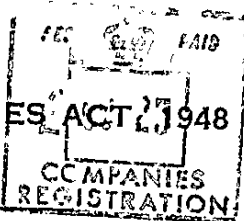


(State whether Director or Secretary) Secretary

Dated the 12th day of December 1961

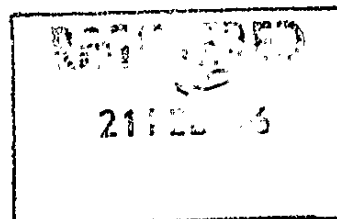
Note.—This margin is reserved for binding and must not be written across

No. 29196



1/5/-

COMPANY LIMITED BY SHARES



Ordinary Resolutions

of

THE WINGHAM ENGINEERING COMPANY LIMITED

(Passed the 5th day of February, 1966)

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at Wingham, Canterbury, on the 5th day of February, 1966, the following resolutions were duly passed as Ordinary Resolutions:—

ORDINARY RESOLUTIONS

1. That the capital of the Company be increased to £285,000 by the creation of 400,000 additional Ordinary Shares of 5/- each on terms that the said 400,000 new shares shall not before the 5th February, 1971, be available for allotment or issue otherwise than to the holders for the time being of the Loan Notes created by the next following Resolution on the exercise by such Loan Note holders of the rights of conversion conferred by the terms of the said Loan Notes.

2. That conditionally upon the passing of the foregoing Resolution the Directors be and they are hereby recommended to invite the members to take up Loan Notes of the Company in denominations of £250 or a multiple thereof (of an aggregate amount not exceeding £100,000) to be awarded in case of competition to the members in proportion as nearly as may be to the nominal value of their existing shares in the Company but without increasing the amount taken up by any member beyond that for which he has offered to subscribe and that such Loan Notes be in the terms of the draft Loan Note submitted to this Meeting and for purposes of identification signed by the Chairman thereof.

Resolved by
W. Herbert John Ltd.
12 Lincoln's Inn Fields.
W.C. 2

W. Herbert
Chairman.



THE COMPANIES ACT, 1948

Notice of Increase in Nominal Capital

Pursuant to section 63

Insert the
Name
of the
Company

THE WINGHAM ENGINEERING COMPANY

REGISTERED

21 FEB 1966

LIMITED

NOTE.—This Notice and a printed copy of the Resolution authorising the increase must be filed within 15 days after the passing of the Resolution. If default is made the Company and every officer in default is liable to a default fine (sec. 63 (3) of the Act).

A filing fee of 5s. is payable on this Notice in addition to the Board of Trade Registration Fees (if any) and the Capital Duty payable on the increase of Capital. (See Twelfth Schedule to the Act).

Presented by

W. Robertson Ltd
Robertson & Page, Solicitors
Furley & Page, Solicitors,

38 St. Margaret's Street,

Canterbury, Kent.

The Solicitors' Law Stationery Society, Limited
191-192 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1;
11 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North
John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; and 157 Hope Street, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES BOOKS AND FORMS

To THE REGISTRAR OF COMPANIES,

THE WINGHAM ENGINEERING COMPANY

Limited, hereby gives you notice, pursuant to

*"Ordinary",
"Extra-
ordinary", or
"Special".

Section 63 of the Companies Act, 1948, that by an* Ordinary
Resolution of the Company dated the 5th day of February, 1966,
the Nominal Capital of the Company has been increased by the addition thereto of
the sum of £100,000 beyond the Registered Capital
of £185,000

The additional Capital is divided as follows:—

Number of Shares	Class of Share	Nominal amount of each Share
400,000	Ordinary	5/-d.

The Conditions (e.g., voting rights, dividend rights, winding-up rights, etc.)
subject to which the new shares have been, or are to be, issued are as follows:—

Pari passu with the existing Ordinary Shares of 5/-d. each

. If any of the new shares are Preference Shares state whether they are redeemable or not.

Signature

B. Jey.

State whether Director
or Secretary

Secretary

Dated the 18th day of February, 1966.

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

THE STAMP ACT, 1891

(54 & 55 VICT., CH. 39)

COMPANY LIMITED BY SHARES

Statement of Increase of the Nominal Capital

OF

THE WINGHAM ENGINEERING COMPANY

LIMITED

Pursuant to Section 112 of the Stamp Act, 1891, as amended by Section 7 of the Finance Act, 1899, by Section 39 of the Finance Act, 1920, and Section 41 of the Finance Act, 1933.

REGISTERED

21 FEB. 1966

NOTE.—The Stamp duty on an increase of Nominal Capital is Ten Shillings for every £100 or fraction of £100.

This Statement is to be filed with the Notice of Increase which must be filed pursuant to Section 63 (1) of the Companies Act, 1948. If not so filed within 15 days after the passing of the Resolution by which the Capital is increased, interest on the duty at the rate of 5 per cent. per annum from the date of the passing of the Resolution is also payable. (Section 5 of the Revenue Act, 1903.)

Presented by

W. G. Furley & Page, Solicitors,
12 Lincoln Inn Fields.

W.G.P.
Furley & Page, Solicitors,

38 St. Margaret's Street,

Canterbury, Kent.

The Solicitors' Law Stationery Society, Limited.

291-292 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row, W.C.1; 6 Victoria Street, S.W.1; 25 Hanover Street, W.1; 55-59 Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff; 19 & 21 North John Street, Liverpool, 2; 28-30 John Dalton Street, Manchester, 2; 157 Hope Street, Glasgow, C.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

THE NOMINAL CAPITAL

OF

THE WINGHAM ENGINEERING COMPANY *Limited*

has by a Resolution of the Company dated
5th February, 1966, been increased by
the addition thereto of the sum of £100,000,
divided into:—

400,000 Ordinary *Shares of* 5/-d. *each*

- *Shares of* - *each*

beyond the registered Capital of £185,000.

Signature _____

[Signature]

(State whether Director or Secretary) Secretary.

Dated the 18th day of February, 1966.

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

/181

RETURN

DOCT. No. 193

The Companies Acts 1948 to 1967

Company limited by sharesSPECIAL RESOLUTIONS

of

THE WINGHAM ENGINEERING COMPANY LIMITED

Passed the 14th August, 1972

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened, and held at the offices of Messrs. Reeves & Neylan, 37 St. Margaret's Street, Canterbury on Monday the 14th day of August 1972 the following resolutions were duly passed as Special Resolutions:-

SPECIAL RESOLUTIONS

1. That the 50 unissued Preference shares of £10 each be and they are hereby subdivided and converted into 10,000 Ordinary shares of 5p. each.
2. That the 551,432 unissued Ordinary shares of 25p. be and they are hereby subdivided into 2,757,160 Ordinary shares of 5p. each.
3. That it is desirable to capitalise a sum of £22,428.40 (being as to £13,850 the amount standing to the credit of the Share Premium Account and as to £8,578.40 part of the balance standing to the credit of the Capital Reserve Account) and that accordingly the said sums of £13,850 and £8,578.40 be appropriated to the members on this day holding Ordinary shares in the capital of the Company by applying the same in paying up in full 448,568 unissued Ordinary shares of 5p. for allotment and distribution to and amongst such holders in the proportion

2

of 1 new share of 5p. for every share now held by them respectively and that the directors do make all necessary allotments and appropriations accordingly.

4. That upon the allotment of the shares pursuant to resolution No.3 the 448,568 issued Ordinary shares of 25p. each do stand converted into 448,568 1 per cent non-cumulative 2nd Preference shares of 25p. each carrying the right to a fixed non-cumulative Preferential dividend at the rate of 1 per cent per annum and the right in a winding up to the return of the capital paid up thereon in each case subject to the rights of the holders of the 7½ per cent Preference shares but to no further or other participation in profits or assets and to no right to receive notice of or attend or vote at general meetings of the Company.

5. That the distribution of 5040 shares of ½p. each in the capital of the Company's subsidiary Wingham Construction Limited to the Secretary upon trust for the members on the 7th day of July 1972 holding Ordinary shares in the Company in proportion to the number of shares (as nearly as may be) registered in their respective names be hereby ratified and approved.

Jodfrey Rall.
CHAIRMAN.

Number of
Company } 29196/184

SEE AMENDED
RETURN.

DOCT. No. 192

THE COMPANIES ACTS 1948 to 1967

NOTICE of CONSOLIDATION, DIVISION, SUB-DIVISION, or CONVERSION
into STOCK of SHARES, specifying the SHARES so Consolidated, Divided, Sub-
divided, or Converted into Stock, or of the Re-Conversion into Shares of Stock,
specifying the Stock so re-converted, or of the Redemption of Redeemable Preference
Shares or of the Cancellation of Shares (otherwise than in connection with a reduction
of share capital under Section 66 of the Companies Act 1948).

Pursuant to Section 62 of the Companies Act 1948.

Insert the
Name of
the
Company

THE WINGHAM ENGINEERING COMPANY

LIMITED

Presented by

Presentor's Reference JHG

Furley Page Fielding & Pembroke,

39 St. Margaret's Street,

Canterbury.



Form No. 28
(No filing fee payable)

The Solicitors' Law Stationery Society, Limited

2 Fleet Street, E.C.4; 3 Bucklersbury, E.C.4; 49 Bedford Row WC1R 4LS; 15 Hanover Street W1R 9HG;
Newhall Street, Birmingham, 3; 31 Charles Street, Cardiff CF1 4EA; 19 & 21 North John Street,
Booth L2 5RF; 28-30 John Dalton Street, Manchester M2 6HR; and 14-22 Rinfrew Court, Glasgow, G.2.

PRINTERS AND PUBLISHERS OF COMPANIES' BOOKS AND FORMS

TO THE REGISTRAR OF COMPANIES.

THE WINGHAM ENGINEERING COMPANY

LIMITED

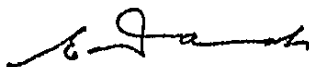
hereby gives you notice in accordance with Section 62 of the Companies Act 1948

that

By Special Resolutions dated 14th August, 1972

1. The 50 unissued Preference shares of £10 each were sub-divided and converted into 10,000 Ordinary shares of 5p. each.
2. The 551,432 unissued Ordinary shares of 25p. each were sub-divided into 2,757,160 Ordinary shares of 5p. each.
3. The 448,568 issued Ordinary shares of 25p. each were converted into 448,568 1 per cent non-cumulative 2nd Preference shares of 25p. each carrying the right to a fixed non-cumulative Preferential dividend at the rate of 1 per cent per annum and the right in a winding-up to the return of the capital paid up thereon in each case subject to the rights of the holders of the 7½ per cent Preference shares but not further or otherwise and to no right to receive notice of or attend or vote at general meetings of the Company.

(Signature).....



(State whether Director or Secretary)..... Acting Secretary

Dated the 14th day of August 1972

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

THE COMPANIES ACTS 1948 TO 1967

Company Limited by Shares

SPECIAL RESOLUTIONS

of

THE WINGHAM ENGINEERING COMPANY
LIMITED

Passed the 28th December, 1973

At an Annual General Meeting of the Members of the above-named Company, duly convened and held on the 28th December, 1973 at Wingham Engineering Works, Wingham, Canterbury, Kent the following Resolutions were duly passed as Special Resolutions.

1. That the Articles of Association of the Company be altered by deleting Article 9A and substituting therefor the following new Article, namely:-

9A.(i) The share capital of the Company is £285,000 divided into 3,495 Preference shares of £10 each, 448,568 Second Preference shares of 25p. each and 2,758,160 Ordinary shares of 5p. each.

(ii) The Preference shares confer the following rights and restrictions, namely:-

(a) The right to receive a Cumulative Preferential Dividend at the rate of seven per centum per annum calculated from and including 14th August, 1972 on the amount paid or credited as paid thereon in

11

priority to the payment of any Dividend on the Ordinary shares.

(b) The right in the winding up of the Company to receive out of the surplus assets of the Company distributable amongst the members the amounts paid or credited as paid on the Preference shares and any arrears or deficiency of Cumulative Preferential Dividend down to the date of the return of capital whether earned or declared or not, in priority to any distribution amongst the holders of the Ordinary shares but to no further right to participate in the profits or to share in the surplus assets of the Company.

(iii) The Second Preference shares are entitled to a fixed Non-Cumulative Preferential Dividend at the rate of One per centum per annum and the right in a winding up to the return of the capital paid up thereon in each case subject to the rights of the holders of the Preference shares but to no further or other participation in profits or assets and to no right to receive notice of or attend at General Meetings of the Company.

2. That the foregoing Resolutions be conditional upon their being consented to by an Extraordinary Resolution of a separate meeting of the holders of the Preference shares and by three-fourths of the holders of the Second Preference shares and three-fourths of the holders of the Ordinary shares in accordance with Article 62A of the Articles of Association of the Company.

...M. M. Gink.....
CHAIRMAN

11/15/1913
"The Companies Acts, 1852 to 1896."

No. 29196/190

COMPANY LIMITED BY SHARES.

Memorandum of Association

OF

The Wingham Engineering Company,
LIMITED.

1. *The Name of the Company is "THE WINGHAM ENGINEERING COMPANY, LIMITED."

2. The Registered Office of the Company will be situate in England.

3. The Objects for which the Company is established are—

(1) To manufacture, buy, sell, let on hire, import, export, maintain, and deal in agricultural implements, machinery, apparatus and conveniences of all kinds.

(2) To carry on business as Mechanical and General Engineers, Ironfounders, and Metal Workers.

(3) To undertake and carry out works of all kinds in connection with land, and in particular traction work, steam ploughing, and other agricultural work, and agricultural irrigation, drainage and improvement works.

(4) To carry on any other businesses which may seem

*The name of the Company was, on the 6th August, 1913, changed from "THE WINGHAM AGRICULTURAL IMPLEMENT COMPANY, LIMITED" to "THE WINGHAM ENGINEERING COMPANY, LIMITED."

We certify this to be an up to date copy of the Company's Memorandum and Articles of Association.

...M. M. Smith..... Director

...[Signature]..... Director

31/1/74

to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

- (5) To lay out land for building purposes, and to build on, improve, let on building leases, advance money to persons building, or otherwise develop the same in such manner as may seem expedient to the Company's interests.
- (6) To apply for purchase or otherwise acquire any patents, brevets d'invention, concessions and the like, conferring an exclusive or non-exclusive or limited right to use any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights and information so acquired.
- (7) To purchase or otherwise acquire and undertake all or any part of the business property and liabilities of any person or company carrying on any business which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (8) To construct, carry out, maintain, improve, manage, work, control, and superintend any roads, ways, tramways, railway branches or sidings, bridges, water works, gas works, reservoirs, watercourses, factories, warehouses and other works and conveniences which may seem directly or indirectly conducive to any of the Company's objects, and to contribute to, subsidise or otherwise assist or take part in any such operations.
- (9) To enter into any arrangement with any Government or authorities, supreme, municipal, local or otherwise, and to obtain from any such Government or

authority all rights, concessions and privileges which may seem conducive to the Company's objects or any of them.

- (10) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession or co-operation with any person or company carrying on, or about to carry on, any business which this Company is authorised to carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to take or otherwise acquire and hold shares or stock in or securities of and to subsidise or otherwise assist any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares or securities.
- (11) Generally to purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property, and any rights or privileges which the Company may think necessary or convenient with reference to any of these objects, and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being, and in particular any land, buildings, easements, licences, patents, machinery, ships, barges, rolling stock, plant and stock-in-trade.
- (12) To establish and support, or to aid in the establishment and support of associations, institutions or conveniences calculated to benefit persons employed by the Company or having dealings with the Company, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (13) To sell the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular any shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company. To promote any other company

for the purpose of acquiring all or any of the property, rights and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company.

- (14) To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (15) To lend money to such parties and on such terms as may seem expedient, and in particular to customers of and persons having dealings with the Company, and to guarantee the performance of contracts by Members of or persons having dealings with the Company.
- (16) To obtain any Provisional Order or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution.
- (17) To raise or borrow or secure the payment of money in such manner and on such terms as may seem expedient, and in particular by the issue of Debentures or Debenture Stock perpetual or otherwise, and charged or not charged upon the whole or any of the property of the Company both present and future including its uncalled Capital.
- (18) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any Shares in the Company's Capital, or any Debentures, Debenture Stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (19) To do all or any of the above things, and either as principals, agents, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (20) To sell, improve, manage, develop, lease, mortgage,

dispose of, turn to account, or otherwise deal with all or any of the property and rights of the Company.

(21) To do all such things as are incidental or conducive to the attainment of the above objects, and so that the word "Company" in this Clause shall be deemed to include any partnership, or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom, or elsewhere.

4. The Liability of the Members is Limited

5. The Capital of the Company is £285,000 divided into 3,495 Preference shares of £10 each, 448,568 Second Preference shares of 25p each and 2,758,160 Ordinary shares of 5p each, with power to divide the Shares in the Capital for the time being original and increased into different classes of Shares with any preferential, deferred, or special rights and privileges, inter se, which may be assigned thereto by, or in accordance with the regulations.

"The Companies Acts, 1862 to 1886."

COMPANY LIMITED BY SHARES.

At Public Articles of Association

OF

The Wingham Engineering Company, ✓
LIMITED.

PRELIMINARY.

1. The marginal notes hereto shall not affect the construction hereof and in these presents unless there be something in the subject or context inconsistent therewith—

Interpretation.

"Special Resolution" and "Extraordinary Resolution" have the meanings assigned thereto respectively by The Companies Act, 1862 (ss. 51 and 129).

Special and Extraordinary Resolution.

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

The Office.

"The Register" means the Register of Members to be kept pursuant to Section 25 of The Companies Act, 1862.

The Register.

"Month" means calendar month.

Month.

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

In writing.

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.

2. The Regulations contained in Table A in the First Schedule to The Companies Act, 1862, shall not apply to the Company.

Table A not to apply.

Seal to be
affixed to
Agreements.

3. The Company shall forthwith enter into the Agreements following, that is to say:—(1) with RICHARD LAKE KNIGHT; (2) with RICHARD KNIGHT; (3) with EDWIN KELSEY; in the terms of the drafts which have been already prepared, and for the purpose of identification subscribed by CECIL EDWARD KINGSFORD, a Solicitor of the Supreme Court, and the Directors shall carry the said Agreements into effect, with full power nevertheless from time to time to agree to any modification of the terms of such Agreements, either before or after the signature thereof. The fiduciary position in which the said RICHARD LAKE KNIGHT, RICHARD KNIGHT and EDWIN KELSEY stand towards the Company as Promoters thereof, shall in no wise affect the validity of the said Agreements.

Company's
Shares not
to be
purchased.

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

When
business may
be com-
menced.

5. The business of the Company may be commenced as soon after the incorporation of the Company as the Directors shall think fit, and notwithstanding that part only of the Shares may have been allotted.

Allotment
of Shares.

6. The Shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons, on such terms and conditions and with such preferential or special rights attached thereto, and at such time as the Directors think fit, subject, nevertheless, to the stipulations contained in the said several Agreements with reference to the Shares to be allotted in pursuance thereof.

Shares may
be issued
subject to
different
conditions
as to
Calls, &c.

7. The Company may make arrangements on the issue of Shares for a difference between the Holders of such Shares in the amount of Calls to be paid, and the time of payment of such Calls.

Instalments
on Shares to
be duly
paid.

8. 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.

Trusts not
recognised.

9. The Company shall be entitled to treat the Registered Holder of any Share as the absolute owner thereof, and accordingly shall not be bound to recognise any equitable or other

claim to, or interest in such Share on the part of any other person, save as herein provided.

9A.(i) The share capital of the Company is £285,000 divided into 3,495 Preference shares of £10 each, 448,568 Second Preference shares of 25p each and 2,758,160 Ordinary shares of 5p each.

(ii) The Preference shares confer the following rights and restrictions, namely:-

(a) The right to receive a Cumulative Preferential Dividend at the rate of seven per centum per annum calculated from and including 14th August, 1972 on the amount paid or credited as paid thereon in priority to the payment of any Dividend on the Ordinary shares.

(b) The right in the winding up of the Company to receive out of the surplus assets of the Company distributable amongst the members the amounts paid or credited as paid on the Preference shares and any arrears or deficiency of Cumulative Preferential Dividend down to the date of the return of capital whether earned or declared or not, in priority to any distribution amongst the holders of the Ordinary shares but to no further right to participate in the profits or to share in the surplus assets of the Company.

(iii) The Second Preference shares are entitled to a fixed Non-Cumulative Preferential Dividend at the rate of one per centum per annum and the right in a winding up to the return of the capital paid up thereon in each case subject to the rights of the holders of the preference shares but to no further or other participation in profits or assets and to no right to receive notice of or attend at

General Meetings of the Company.

CERTIFICATES

10. The Certificates of title to Shares shall be issued under the Seal of the Company, and signed by two Directors and countersigned by the Secretary or some other person appointed by the Directors. Every Member shall be entitled to one Certificate for the Shares registered in his name, or to several Certificates, each for a part of such Shares. Every Certificate of Shares shall specify the shares to which it relates, , and the amount paid up thereon.

As to issue
of new
Certificate
in place
of one
defaced, lost,
or destroyed.

11. If any Certificate be worn out or defaced, then, upon production 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 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.

Fee.

12. The sum of One Shilling or such smaller sum as the Directors may determine shall be paid to the Company for every Certificate issued under the last preceding Clauses.

CALLS.

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, and each Member shall pay the amount of every 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. A Call shall be deemed to have been made at the time when the resolution of the Directors authorising such Call was passed.

Notice of
Call.

14. One month's notice of any Call shall be given specifying the time and place of payment and to whom such Call shall be paid.

When
interest
on Call or
instalment
payable.

15. If the sum payable in respect of any Call or instalment be not paid on or before 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 Five Pounds per centum per annum from the day appointed for the payment thereof to the time of the actual payment.

Payment of
Call in
advance.

16. The Directors may if they think fit receive from any Member willing to advance the same all or any part of the money due upon the Shares held by him beyond the sums actually called for, and upon the moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the 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.

FORFEITURE AND LIEN.

17. If any Member fail to pay any Call or instalment on or before the day appointed for the payment of the same the Directors may at any time thereafter during such time as the Call or instalment remains unpaid serve a notice on such Member requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

If Call or instalment not paid, notice may be given.

18. The notice shall name a day (not being less than fourteen days from the date of the notice), and a place or places on and at which such Call or instalment, and such interest and expenses as aforesaid are to be paid. 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 the Call was made or instalment is payable will be liable to be forfeited.

Form of notice.

19. If the requisitions of any such notice as aforesaid are not complied with any Shares in respect of which such notice has been given may at any time thereafter before payment of all Calls or instalments, interest and expenses due in respect thereof be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all Dividends declared in respect of the forfeited Shares and not actually paid before the forfeiture.

If notice not complied with Shares may be forfeited.

20. When any Shares shall have been so forfeited notice of the resolution shall be given to the Member in whose name they stood prior to the forfeiture, and an entry of the forfeiture with the date thereof shall forthwith be made in the Register.

Notice of forfeiture.

21. Any Share so forfeited shall be deemed to be the property of the Company and the Directors may sell, re-allot and otherwise dispose of the same in such manner as they think fit.

Forfeited Share to become property of Company.

Power to
annul
forfeiture.

22. The Directors may at any time before any Share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

Arrears to
be paid
notwith-
standing
forfeiture.

23. Any Member whose Shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all Calls, instalments, interest and expenses owing upon or in respect of such Shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at Five Pounds per centum per annum, and the Directors may enforce the payment thereof if they think fit.

Effect of
forfeiture.

24. The forfeiture of a Share shall involve the extinction of all interest in and also of all claims and demands against the Company in respect of the Share and all other rights incident to the Share, except only such of those rights as by these Articles are expressly saved.

Company's
lien on
Shares.

25. The Company shall have a first and paramount lien upon all the Shares registered in the name of each Member (whether solely or jointly with others) for his debts, liabilities, and engagements solely or jointly with any other person to or with the Company, whether the period for the 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.

As to
enforcing
lien by sale.

26. For the purpose of enforcing such 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 writing 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 the payment, fulfilment, or discharge of such debts, liabilities, or engagements for seven days after such notice.

Application
of proceeds
of sale.

27. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements, and the residue (if any) paid to such Member, his executors, administrators, or assigns.

28. Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers hereinbefore given, the Directors may cause the purchaser's name to be entered in the Register in respect of the Shares or Stock sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Validity of
sales under
Clauses 24
and 28.

TRANSFER AND TRANSMISSION OF SHARES.

29. The instrument of transfer of any Share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the Holder of such Share until the name of the transferee is entered in the Register in respect thereof.

Execution
of transfer,
&c.

30. The instrument of transfer of any Share shall be in writing in the usual common form or in the following form, or as near thereto as circumstances will admit—

Form of
transfer.

I, _____ of _____
in consideration of the sum of £ _____ paid to
me by _____ of _____
hereinafter called the said transferee, do hereby
transfer to the said transferee the Share numbered _____
standing in my name in the books
of THE WINGHAM ENGINEERING COMPANY, LIMITED,
to hold unto the said transferee, his executors,
administrators and assigns, subject to the several
conditions on which I held the same immediately
before the execution hereof, and I, the said trans-
feree, do hereby agree to take the said Share
subject to the conditions aforesaid.

As witness our hands the _____ day of _____

30A. The following provisions shall have effect; that is to say—

Transfer of
Shares.

(A) A Share may be transferred by a Member or other person entitled to transfer the Share to any Member selected by the transferor.

- (R) Any Share may be transferred at any time by a Member to his or her father or mother or to any lineal descendant of such father or mother, or to his or her wife or husband, and any Share of a deceased Member may be transferred by his executors or administrators to the widow or widower or any such relative as aforesaid of such deceased Member being a *cestui que trust* or specific legatee thereof, and Shares standing in the name of any deceased Member may be transferred to or placed in the names of the trustees of his Will, and upon any change of trustees may be transferred to the trustees for the time being of such Will. The Directors shall be entitled to accept a statutory declaration by a person transferring a Share under this Sub-Clause as conclusive evidence that the transfer is being made under the powers conferred by this Sub-Clause.
- (c) Save as hereby otherwise provided, no Share shall be transferred to any person who is not a Member of the Company so long as any Member or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to Membership thereof is willing to purchase the same at the fair value, which shall be determined as hereinafter provided.
- (d) Except in cases where the transfer is made pursuant to Sub-Clauses (A) or (B) hereof, the person, whether a Member of the Company or not, proposing to transfer a Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter described as "the transfer notice") to the Company that he desires to transfer the same. Every transfer notice shall specify ~~the names and numbers of~~ the Shares which the proposing transferor desires to transfer, and shall constitute the Company his agent for the sale of such Shares to any Member of the Company or person selected as aforesaid, at the fair value. The transfer notice may include several Shares, and in that case shall operate as if it were

a separate notice in respect of each such Share. A transfer notice shall not be revocable except with the sanction of the Directors.

- (E) If the Company shall within the space of twenty-eight days after service of a transfer notice find a Member, or person selected as aforesaid, willing to purchase any Share comprised therein (hereinafter described as "the purchaser") and shall give notice thereof to the proposing transferor, the proposing transferor shall be bound upon payment of the fair value to transfer the Share to such purchaser.
- (F) At the Ordinary General Meeting in each year the Company shall by resolution fix the price at which the Shares of each class for the time being forming part of the Capital of the Company may be purchased in pursuance of a transfer notice. The sum fixed as aforesaid at the Ordinary General Meeting last preceding the service of a transfer notice at which a fair value shall have been fixed, together with the addition thereto of a sum equal to Six per centum per annum thereon, less Income Tax at the rate then current, calculated from the end of the financial period of the Company last preceding the service of the transfer notice to the date of the completion of the sale, less any Dividend paid in the meantime, shall for the purposes of Sub-Paragraphs (C), (D) and (E) of this Article be deemed to be the fair value of any Share comprised in such notice. The sum so fixed shall continue to be deemed the fair value for the purposes of this Article until it shall have been altered at an Ordinary General Meeting of the Company. Until such price has been fixed as herein provided such price shall be deemed to be a sum equal to the Capital paid up on the Share.
- (G) In the event of the proposing transferor after becoming bound as aforesaid failing to transfer any Shares which he shall have become bound to transfer as aforesaid, the Directors may execute a transfer in

his name, and may give a good receipt for the purchase price of such Shares, and may register the purchaser as Holder thereof and issue to him a Certificate for the same, and thereupon the purchaser shall become indefeasibly entitled thereto. The proposing transferor shall in such case be bound to deliver up his Certificate for the said Shares, and on such delivery shall be entitled to receive the said purchase price without interest, and if such Certificate shall comprise any Shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance Certificate for such Shares.

- (H) If the Directors shall not within the space of twenty-eight days after service of a transfer notice find a purchaser for all or any of the Shares comprised therein and give notice in manner aforesaid, or if through no default of the proposing transferor the purchase of any Shares in respect of which such last-mentioned notice shall be given shall not be completed within twenty-one days from the service of such notice, the proposing transferor shall at any time within six months thereafter be at liberty, subject to Article 31 hereof, to sell and transfer the Shares comprised in his transfer notice (or such of them as shall not have been sold to a purchaser) to any person and at any price.
- (I) The Company in General Meeting may make and from time to time vary rules as to the mode in which any Shares specified in a transfer notice shall be offered to the Members and as to the rights in regard to the purchase thereof, and in particular may give to any Member or class of Members a preferential right to purchase the same, but this shall be without prejudice to the rights of the Directors to offer the Share to a person selected by them as aforesaid.
- (J) Until otherwise determined every such Share shall (without prejudice to such right of the Directors) be offered to the Members in such order as shall be

determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

31. The Directors may decline to register any transfer of Shares or Stock upon which the Company has a lien, and in the case of Shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve.

In what case Directors may decline to register transfer.

32. Every instrument of transfer shall be left at the Office for registration accompanied by the Certificate of the Shares to be transferred, and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the Shares.

Transfer to be left at office, and evidence of title given.

33. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register shall be returned to the person depositing the same.

When transfers to be returned.

34. A fee not exceeding Two Shillings and Sixpence may be charged for each transfer, and shall, if required by the Directors, be paid before the registration thereof.

Fee on transfer.

35. The transfer books may be closed during such time as the Directors think fit, not exceeding in the whole thirty days in each year.

When transfer books may be closed.

36. The executors or administrators of a deceased Member (not being one of several joint Holders) shall be the only persons recognised by the Company as having any title to the Shares or Stock registered in the name of such Member, and in case of the death of any one or more of the joint Holders of any registered Shares or registered Stock, the survivors shall be the only persons recognised by the Company as having any title to or interest in such Shares or Stock.

Transmission of registered Shares.

As to survivorship.

37. Any guardian of any infant Member, and any committee of a lunatic Member, and any person becoming entitled to Shares in consequence of the death, bankruptcy or liquidation of any Member, upon producing such evidence that he sustains the character in respect of which he proposes to act under this

As to transfer of Shares of infants, lunatics, &c.

Clause, or of his title, as the Directors think sufficient, may, subject to the regulations as to transfers hereinbefore contained, transfer such Shares to himself or any other person. This Clause is hereinafter referred to as "the Transmission Clause."

CONVERSION OF SHARES INTO STOCK.

Conversion
of Shares
into Stock.

38. The Company in General Meeting may convert any paid up Shares into Stock. When any Shares have been converted into Stock, the several Holders of such Stock may thenceforth transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which Shares in the Company's Capital may be transferred, or as near thereto as circumstances will admit. But the Directors may from time to time, if they think fit, fix the minimum amount of Stock transferable, and direct that fractions of a pound shall not be dealt with, with power nevertheless at their discretion to waive such rules in any particular case. The Stock shall confer on the Holders thereof respectively the same privileges and advantages, as regards participation in profits and voting at Meetings of the Company and for other purposes, as would have been conferred by Shares of equal amount in the Capital of the Company, but so that none of such privileges or advantages, except the participation in profits of the Company, shall be conferred by any such aliquot part of consolidated Stock as would not, if existing in Shares, have conferred such privileges or advantages. And save as aforesaid, all the provisions herein contained shall, so far as circumstances will admit, apply to Stock as well as to Shares. No such conversion shall affect or prejudice any preference or other special privilege.

INCREASE AND REDUCTION OF CAPITAL.

Power to
increase
Capital.

39. The Company in General Meeting may from time to time increase the Capital by the creation of new Shares of such amount as may be deemed expedient.

On what
conditions
new Shares
may be
issued. As to
preferences,
&c.

40. The new Shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the General Meeting resolving upon the creation thereof shall direct, and if no direction be given, as the Directors shall determine, and in particular such Shares may be issued with

a preferential or qualified right to Dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

41. 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 Ordinary Shares in the original Capital, and shall be subject to the provisions herein contained with reference to the payment of Calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise.

How far new Shares to rank with Shares in original Capital.

42. 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 reducing the liability on the Shares or otherwise as may seem expedient, and Capital may be paid off, upon the footing that it may be called up again or otherwise, and the Company may also sub-divide or consolidate its Shares or any of them.

Reduction of Capital, &c.

BORROWING POWERS.

43. The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purposes of the Company.

Power to borrow.

44. The Directors may raise or secure the repayment of such moneys 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.

Conditions on which money may be borrowed.

45. Every Debenture or other security created by the Company may be so framed that the same shall be assignable free from any equities between the Company and the original or any intermediate Holders. Any Debentures, Bonds, or other securities may be issued at a discount, premium or otherwise.

Securities may be assignable free from equities.

GENERAL MEETINGS.

When first
General
Meeting to
be held.

46. The first General Meeting shall be held at such time (not being more than four months after the registration of the Memorandum of Association of the Company) and at such a place as the Directors may determine.

When
subsequent
General
Meetings to
be held.

47. Subsequent General Meetings shall be held once in the year 1890, and in every subsequent year at such time and place as may be prescribed by the Company in General Meeting, and if no other time or place is prescribed, in the month of December in every such year at such time and place as may be determined by the Directors.

Distinction
between
Ordinary
and Extra-
ordinary
Meetings.

48. The above-mentioned General Meetings shall be called Ordinary General Meetings, all other Meetings of the Company shall be called Extraordinary General Meetings.

When
Extra-
ordinary
Meeting to
be called.

49. The Directors may, whenever they think fit, and they shall upon a requisition made in writing by Members holding in the aggregate one fifth of the issued Capital, convene an Extraordinary Meeting.

Form of
requisition
for Meeting.

50. Any such requisition shall specify the object of the Meeting required, 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 requisitions and if convened otherwise than by the Directors for those purposes only.

When requi-
sitionists
may call
Meetings.

51. In case the Directors for fourteen days after such deposit fail to convene an Extraordinary Meeting, to be held within twenty-one days after such deposit, the requisitionists or any other Members holding the like proportion of the Capital, may themselves convene a Meeting to be held within six weeks after such deposit.

Notice of
Meeting.

52. Seven clear days' notice at the least, specifying the place, day and hour of Meeting, and, in case of special business, the general nature of such business, shall be given, either by advertisement or by notice sent by post, or otherwise, save as hereinafter provided.

53. The accidental omission to give any such notice to any of the Members shall not invalidate any resolution passed at any such Meeting. ^{As to omission to give notice.}

PROCEEDINGS AT GENERAL MEETINGS.

54. The business of an Ordinary Meeting shall be to receive and consider the statement of income and expenditure and the balance sheet, the reports of the Directors and of the 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. All other business transacted at an Ordinary Meeting, and all business transacted at an Extraordinary Meeting, shall be deemed special. ^{Business of Ordinary Meeting. Special business.}

55. Three Members personally present shall be a quorum for a General Meeting for the choice of a Chairman, the declaration of a Dividend, and the adjournment of the Meeting. For all other purposes, the quorum for a General Meeting shall be Members personally present, not less than three in number, and holding or representing by proxy not less than one tenth part of the issued Capital of the Company. No business shall be transacted at any General Meeting unless the quorum requisite be present at the commencement of the business. ^{Quorum.}

56. The Chairman of the 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 fifteen minutes after the time appointed for holding such Meeting, the Members present shall choose another Director as Chairman, or 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. ^{Chairman of General Meeting.}

57. If, within half an hour from the time appointed for the Meeting, a quorum is 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 this Meeting was called. ^{When, if quorum not present, Meeting to be dissolved and when to be adjourned.}

How
questions to
be decided at
Meetings.

Casting vote.

What is to be
evidence of
the passing of
a resolution
where poll
not
demanded.

Poll, how
poll is to be
taken.

Power to
adjourn
General
Meeting.

Business
may
proceed not-
withstanding
demand of
poll.

Consents of
Holders of
separate
classes of
Shares to
modification
of rights, &c.

58. Every question submitted to a Meeting shall be decided in the first instance by a show of hands, and in the 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.

59. At any General Meeting unless a poll is demanded by at least three Members, or by a Member or Members holding or representing by proxy or entitled to vote in respect of at least one fifth part of the Capital represented at the Meeting, 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 directs, 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. 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.

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

62A. The Holders of any class of Shares shall have power at any time and from time to time and whether before or during liquidation by an Extraordinary Resolution passed at a Meeting of such Holders of which notice specifying the intention to propose such resolution shall have been duly given to consent on behalf of all the Holders of Shares of the class:—

(A) To the issue or creation of any Shares ranking equally with the Shares of the class or having any

priority thereto which could not be issued under the powers hereinbefore contained without the consent of all the Holders of Shares of the class; or

- (B) To the abandonment or alteration of any preference, privilege, priority or special right whether as regards Capital or Dividends or of any right of voting affecting the class of Shares or to the abandonment of any accrued Dividend or the reduction for any time or permanently of the Dividends payable thereon or to the amalgamation into one class of the Shares of any two or more classes or to the division of Shares into Shares of different classes or to any alteration in these Articles varying or abrogating or putting an end to any rights or privilege attached to Shares of the class; or
- (C) To any scheme for the reduction of Capital prejudicially affecting the class of Shares as compared with any other class and not otherwise authorised by these Articles; or
- (D) To any scheme for the distribution of assets in money or kind in or before liquidation though such scheme may not be in accordance with legal rights or to any contract for the sale of the whole or any part of the Company's undertaking or property determining the manner in which as between the several classes of Shareholders the purchase consideration shall be distributed (though such distribution may not be in accordance with legal rights); and
- (E) Generally to any alteration, contract, compromise or arrangement which the persons voting thereon could if *sui juris* and holding all the Shares of the class consent to or enter into.

And a resolution so passed shall be binding upon all the Holders of Shares of the class provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolution could have been effected without it under the provision contained in these Articles. The consent in writing of the Holders of three fourths of the

Share of the class shall have the same effect as a resolution passed at a voting of Holders of Shares of the class.

Meetings of
holdings of
separate
classes of
Shares.

62B. Any Meeting for the purpose of the last preceding Article shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, but no Member not being a Director shall be entitled to notice thereof or not being a Director or the duly appointed proxy of a corporation entitled to Shares of the class shall be entitled to attend thereat unless he holds Shares of the class intended to be affected by the resolution and (except that a Chairman if a Director may give casting vote, whether a Holder of Shares of the class or not) votes shall only be given in respect of Shares of that class, and at any such Meeting or any adjournment thereof the quorum shall be Members holding or representing by proxy at least one half of the issued Shares of the class and a poll may be demanded at any such Meeting by any three Members of the class present in person and entitled to vote at the Meeting.

VOTES OF MEMBERS.

Votes of
Members and
who may
vote for
infant,
lunatic, &c.,
and subject
to what
conditions.

63. Every Member shall have one vote for every Share held by him. Any guardian or other person entitled under the transmission Clause to transfer any Shares, may vote at any General Meeting in respect thereof in the same manner as if he were the Registered Holder of such Shares, provided that forty-eight hours at least before the time of holding the Meeting at which he proposes to vote, he shall satisfy the Directors of his right to transfer such Shares, or unless the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.

Joint
Holders.

64. If there be joint Registered Holders of any Shares, the Member whose name stands first on the Register, and no other or others of the joint Holders shall be entitled to be present at the General Meeting.

In what cases
no poll.

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

66. Votes may be given either personally or by proxy. Proxies permitted.
 The instrument appointing a proxy shall be in writing, under the hand of the appointor, or if such appointor is a corporation under its common seal. No person shall be appointed a proxy who is not a Member of the Company and qualified to vote.

67. The instrument appointing a proxy shall be deposited Proxies to be deposited at office.
 at the Registered Office of the Company not less than forty-eight hours before the time for holding the Meeting at which the person named in such instrument proposes to vote, but no instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

68. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death of the principal or revocation of the proxy or transfer of the Share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the Registered Office of the Company before the Meeting. When vote by proxy valid though authority revoked.

69. Every instrument of proxy, whether for a specified Meeting or otherwise, shall, as nearly as circumstances will admit, be in the form or to the effect following— Form of proxy.

THE WINGHAM ENGINEERING COMPANY, LIMITED.

I, _____ of _____
 in the County of _____ being a Member of THE
 WINGHAM ENGINEERING COMPANY, LIMITED, hereby
 appoint _____ of _____
 or failing him _____ of _____
 or failing him _____ of _____
 as my proxy to vote for me and on my behalf,
 at the Ordinary General Meeting of the Company,
 to be held on the _____ day of _____ and
 at any adjournment thereof.

As witness my hand, this _____ day of _____

70. No Member shall be entitled to be present or to vote No Member entitled to vote, &c., while Call due to Company.
 on any question either personally or by proxy or as proxy for another Member at any General Meeting, or upon a poll, or be

reckoned in a quorum, whilst any Call or other sum shall be due and payable to the Company in respect of any of the Shares of such Member.

DIRECTORS.

Number of
Directors.

71. The number of the Directors shall not be less than three nor more than nine. The persons hereinafter named shall be the first Directors, that is to say: (1) RICHARD LAKE KNIGHT, of Sittingbourne, Kent, Esq.; (2) EDWIN KELSEY, of Wickhambreaux, near Wingham, Kent, Esq.; (3) JAMES EDWARD ELGAR, of Crockshard, near Wingham, Kent, Esq.; (4) JAMES F. HONEYBALL, of Teynham, near Sittingbourne, Kent, Esq.

Power for
Directors to
appoint
additional
Directors.

72. The Directors shall have power to appoint any other persons to be Directors at any time before the Ordinary General Meeting to be held in the year 1893; but so that the total number of Directors shall not at any time exceed the maximum number fixed as above.

Qualification
of Directors.

73. The qualification of every Director shall be the holding in his own right of Shares or Stock of the Company of the nominal value of One Hundred Pounds. A Director may act before acquiring his qualification.

Power for
Director to
retire.

74. A Director may retire from his office upon giving one month's notice in writing to the Company of his intention so to do, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

Remunera-
tion of
Directors.

75. The Directors shall be paid out of the funds of the Company by way of remuneration for their services such sums as shall be determined by the Company in General Meeting, which sum shall be divided among them in such proportions and manner as the Directors may determine.

Directors
may act not-
withstanding
vacancy.

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

When office
of Director to
be vacated.

77. The office of a Director shall be vacated—

If he become bankrupt or suspends payment, or compounds with his creditors;

If he be found lunatic or become of unsound mind ;

If he cease to hold the required amount of Shares or Stock to qualify him for office, or do not acquire the same within three months after election or appointment ;

If he absent himself from the Meetings of the Directors during a period of six calendar months without special leave of absence from the Directors ;

If he is requested in writing by all his co-Directors to resign.

78. No Director shall be disqualified 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, with any company or partnership of or in which any Director shall be a Member, or otherwise interested, be avoided, nor shall any Director so contracting, or being such Member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relations thereby established. Provided that no such Director shall vote in respect of any such contract or arrangement, and the nature of his interest where it does not appear on the face of the contract must be disclosed by him at the Meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first Meeting of the Directors after the acquisition of his interest. But this proviso shall not apply to the contracts respectively mentioned in Clause 3 hereof.

Directors may contract with Company.

ROTATION OF DIRECTORS.

79. At the Ordinary General Meeting to be held in the year 1890, 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. A retiring Director shall retain office until the dissolution or adjournment of the Meeting at which his successor is elected.

Rotation and retirement of Directors.

Which
Directors to
retire.

80. The one third, or other nearest number to retire at the Ordinary Meeting, to be held in the year 1890, shall, unless the Directors agree among themselves be determined by lot. In every subsequent year the one third or other 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 Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election.

Meeting to
fill up
vacancies.

81. The Company at any General Meeting at which any Directors retire in manner aforesaid, shall fill up the vacated offices by electing a like number of persons to be Directors and may fill up any other vacancies.

Retiring
Directors to
remain in
office till
successors
appointed.

82. If at any General Meeting at which an election of Directors ought to take place, the places of the retiring Directors are not filled up the retiring 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 year to year until their places are filled up, unless it shall be determined at such Meeting to reduce the number of Directors.

Power for
General
Meeting to
increase or
reduce
number of
Directors.

83. The Company in General Meeting may from time to time increase or reduce the number of Directors and may alter their qualification and may also determine in what rotation such increased or reduced number is to go out of office.

Power to
remove
Director by
Special
Resolution.

84. The Company may, by Extraordinary Resolution, remove any Director before the expiration of his period of office and appoint another qualified 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.

Directors
may fill up
casual
vacancies.

85. Any casual vacancy occurring among the 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.

86. 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 seven clear days before the Meeting left at the Office of the Company a notice in writing under his hand signifying his candidature for the Office or the intention of such Member to propose him.

When candidate for office of Director must give notice.

MANAGING DIRECTORS.

87. The Directors may from time to time with the sanction of a General Meeting appoint one or more of their body to be Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

Power to appoint Managing Director.

88. A Managing Director shall not, while he continues to hold that office, be subject to retirement by rotation, and he shall not be taken into account in determining the rotation of retirement of Directors, but he shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall, *ipso facto*, immediately cease to be a Managing Director.

What provisions he will be subject to.

89. The remuneration of a Managing Director shall from time to time be fixed by the Directors or by the Company in General Meeting, and may be by way of salary or commission or participation in profits, or by any or all of those modes.

Remuneration of Managing Director.

90. The Directors may, from time to time, entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may confer such powers, either collaterally with or to the exclusion of and substitution for all

Powers and duties of Managing Director.

or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter, or vary all or any of such powers.

PROCEEDINGS AT DIRECTORS' MEETINGS.

Meetings of
Directors
quorum, &c.

91. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their Meetings as they think fit, and may determine the quorum necessary for the transaction of business, and until otherwise determined, two Directors shall form a quorum. A Director may at any time, and the Secretary, upon the request of a Director, shall convene a Meeting of the Directors. Questions arising at any Meeting shall be decided by a majority of votes, and, in case of an equality of votes, the Chairman shall have a second or casting vote.

Chairman.

92. The Directors may elect a Chairman of their Meetings, 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 appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such Meeting.

Power of
Meeting.

93. 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 Regulations of the Company for the time being vested in or exercisable by the Directors generally.

Power to
appoint
Committees
and to
delegate.

94. 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 from time to time be imposed on it by the Directors.

Proceedings
of
Committee.

95. The Meetings and proceedings of any such Committee consisting of two or more Members shall be governed by all 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.

96. All acts done at any Meeting of the Directors, or of a Committee of Directors, or by any person acting as a Director shall, notwithstanding that it shall afterwards be 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.

When acts of Directors or Committees valid notwithstanding defective appointment &c.

97. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a Meeting of the Directors duly called and constituted.

Resolution without Board Meeting valid.

98. If any of the Directors being willing, shall be called upon to perform extra services, or to make any especial exertions in going or residing abroad or otherwise, for any of the purposes of the Company, the Company shall remunerate the Director or Directors so doing either by a fixed sum or by a percentage of profits, or otherwise, as may be determined, and such remuneration may be either in addition to or in substitution for his or their share in the remuneration above provided.

Remuneration for extra service.

MINUTES.

99. The Directors shall cause Minutes to be duly entered in books provided for the purpose—

Minutes to be made.

Of all appointments of officers.

Of the names of the Directors present at each Meeting of the Directors and of any Committee of Directors.

Of all orders made by the Directors and Committee of Directors.

Of all resolutions and proceedings of General Meetings and of Meetings of the Directors and Committees.

And any such Minutes of any Meeting of the Directors or of any Committee, or of the Company if purporting to be signed by the Chairman of such Meeting or by the Chairman of the next succeeding Meeting shall be receivable as *prima facie* evidence of the matters stated in such Minutes.

POWERS OF DIRECTORS.

General
powers of
Company
vested in
Directors.

100. The management of the business of the Company shall be vested in the Directors, and the Directors in addition to the powers and authorities by these presents expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by Statute directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of The Companies Acts, 1862 to 1883, and of these presents and to any Regulations from time to time made by the Company in General Meeting, provided that no such Regulation shall invalidate any prior act of the Directors, which would have been valid if such Regulation had not been made.

Specific
powers
given to
Directors.

101. Without prejudice to the general powers conferred by the last preceding Clause and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers that is to say—

To pay
preliminary
expenses.

- (1) To pay the costs, charges and expenses, preliminary and incidental to the promotion, formation, establishment and registration of the Company.

To acquire
property.

- (2) To purchase or otherwise acquire for the Company, any property, rights or privileges which the Company is authorised to acquire, at such price and generally on such terms and conditions as they think fit.

To secure
contracts by
mortgage.

- (3) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company, and its unpaid Capital for the time being or in such other manner as they may think fit.

To appoint
Officers, &c.

- (4) To appoint and at their discretion remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit.

- (5) To appoint any person or persons to accept and hold in trust for the Company, any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust. To appoint trustees,
- (6) To 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 to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company. To bring and defend actions, &c.
- (7) To make and give receipts, releases and other discharges for money payable to the Company, and for the claims and demands of the Company. To give receipts.
- (8) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on. To give security by way of indemnity.
- (9) To give to any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company, and such commission or share of profits shall be treated as part of the working expenses of the Company. To give percentages.
- (10) Before recommending any Dividend, to set aside out of the profits of the Company such sum 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 in their absolute discretion think conducive to the interests of the Company, and to invest the several sums To establish reserve fund.

so set aside upon such investments as they may think fit, and from time to time deal with and vary such investments, and dispose of all or part thereof for the benefit of the Company, and to divide the Reserve Fund into such special funds as they think fit, and to employ the Reserve Fund in the business of the Company, and that without being bound to keep the same separate from the other accounts.

DIVIDENDS.

Right to
profits.

102. Subject to the rights of Members entitled to Shares issued upon special conditions, the profits of the Company shall be divisible among the Members in proportion to the amount paid up on the Shares held by them respectively.

Capital paid
in advance.

103. 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.

Declaration
of
Dividend.

104. The Company in General Meeting may declare a Dividend to be paid to the Members according to their rights and interests in the profits.

Restriction
on amount of
Dividend.

105. No larger Dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller Dividend.

Dividend to
be paid out of
profits only.

106. No Dividend shall be payable except out of the profits of the Company.

When
participation
in profits to
commence.

107. Where a Share is issued after the commencement of any financial year it shall, unless otherwise provided by the terms of issue, rank *pari passu* with previously issued Shares as regards any Dividend subsequently declared in respect of such year.

What to be
deemed net
profits.

108. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

109. The Directors may from time to time pay to the Members on account of the next forthcoming Dividend such interim Dividends as in their judgment the position of the Company justifies. interim
Dividends

110. 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. Debts
may be
deducted

111. An Ordinary General Meeting declaring a Dividend may by resolution call up any of the Capital remaining uncalled upon the Shares in respect of which the Dividend is to be paid, and may make the Call payable at the same time as the Dividend, to the intent that, if so agreed, the Call and the Dividend, or a competent part thereof, may be set off. Dividend
may be
credited
on Share

112. The Directors may retain the Dividends payable upon Shares or Stock in respect of which any person is under the transmission Clause entitled to become a Member, or which any person under that Clause is entitled to transfer, until such person shall become a Member in respect of such Shares or Stock, or shall duly transfer the same. Power
retain
Divi-
dends
Shares
of
infant
lunatic
& c.

113. In case several persons are registered as the joint Holders of any Share or stock, any one of such persons may give effectual receipts for all Dividends and payments on account of Dividends in respect of such Share or Stock. Dividend
to
joint
Holder

114. Notice of the declaration of any Dividend, whether interim or otherwise, shall be given to the Holders of registered Shares and registered Stock in manner hereinafter provided. Notice
of
Dividend

CAPITALISATION OF PROFITS

114A. Regulations 128 and 129 in Part I of Table A in the First Schedule to the Companies Act, 1948, shall apply to the Company.

ACCOUNTS

Accounts to
be kept.

115. 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 receipt and expenditure takes 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.

Inspection
by Members.

116. 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 the Members and no Member shall have any right of inspecting any account or book, or documents of the Company except as conferred by Statute or authorised by the Directors or by a resolution of the Company in General Meeting.

117. The Directors shall once at least every year lay before the Company in General Meeting a Profit and Loss Account for the period since the preceding account, made up to a date not earlier than the date of the Meeting by more than six months. The Directors shall also cause to be made out in every year and to be laid before the Company in General Meeting a Balance Sheet as at the date to which the Profit and Loss Account is made up.

118. Every such Balance Sheet as aforesaid shall be signed on behalf of the Board by two of the Directors, and shall have attached to it a report by the Directors with respect to the state of the Company's affairs and the amount (if any) which they recommend shall be paid by way of Dividend to the Members, and the amount (if any) which they have carried or propose to carry to reserve. It shall also have attached to it the Auditors' Report and such other documents as shall be required by the Companies Act 1929 to be annexed thereto.

DISTRIBUTION OF REALISED ACCRETIONS OF CAPITAL ASSETS

118A. The Company in General Meeting may at any time and from time to time upon the recommendation of the Directors pass a Resolution to the effect that any sum standing to the credit of any Reserve Account and representing realised accretions of capital assets shall be distributed by way of capital bonus to the holders of Ordinary Shares in proportion to the amount paid up on the Ordinary Shares held by them respectively, and the Directors shall give effect to any such Resolution.

AUDIT

119. Once at least in every year the accounts of the Company shall be examined, and the correctness of the statement and balance sheet ascertained by one or more Auditor or Auditors. The first Auditor or Auditors shall be appointed by the Directors, and subsequent Auditors shall be appointed by the Company at the Ordinary Meeting in each year. The remuneration of the Auditors shall be fixed by the Company in General Meeting. Any Auditor quitting office shall be eligible for re-election. If one Auditor only is appointed all the provisions herein contained relating to Auditors shall apply to him. The Auditors may be Members of the Company, but no person shall be eligible as an Auditor who is interested otherwise than as a Member of the Company in any transaction thereof, and no Director or other officer shall be eligible during his continuance in office.

Account
to be
audited
annual

120. If any casual vacancy occurs in the office of Auditor the Directors shall forthwith fill up the same.

Casual
vacancy

121. The Auditors shall be supplied with copies of the statement of accounts and balance sheet intended to be laid before the Company in General Meeting seven days at least before the Meeting to which the same are to be submitted, and

Auditor
to
report
on
annual
state-
ment or
balance
sheet.

it shall be their duty to examine the same with the accounts and vouchers relating thereto, and to report to the Company in General Meeting thereon.

Inspection of
books by
Auditors.

122. The Auditors shall at all reasonable times have access to the books and accounts of the Company, and they may in relation thereto examine the Directors or other officers of the Company.

When
accounts to
be deemed
finally
settled.

123. Every account of the Directors when audited and approved by a General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected, and thenceforth shall be conclusive.

NOTICES.

How notices
to be served
on Members.

124. A notice may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered place of address.

Members
resident
abroad.

125. Each Holder of registered Shares whose registered place of address is not in the United Kingdom, may from time to time notify in writing to the Company an address in the United Kingdom, which shall be deemed his registered place of address within the meaning of the last preceding Clause.

Notice to
Joint
Holders.

126. All notices shall, with respect to any registered Shares to which persons are jointly entitled, be given to whichever of such persons is named first in the Register and notice so given shall be sufficient notice to all the Holders of such Shares.

When notice
by post
deemed to be
served.

127. Any notice sent by post shall be deemed to have been served at the expiration of twenty-four hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office.

Transferees,
&c., bound
by prior
notices.

128. Every person who by operation of law, transfer, or other means whatsoever shall become entitled to any Share, shall be bound by every notice in respect of such Share or Stock

which previously to his name and address being entered on the Register shall be duly given to the person from whom he derives his title to such Share or Stock.

129. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding such Member be then deceased and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any registered Shares whether held solely or jointly with other persons by such Member until some other person be registered in his stead as the Holder or joint Holder hereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators, and all persons, if any, jointly interested with him or her in any such Share.

Notice valid though Member deceased.

WINDING UP.

130. If the Company shall be wound up, the liquidators (whether voluntary or official) may with the sanction of an Extraordinary Resolution divide among the contributors in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributors, as the liquidators with the like sanction shall think fit.

Distribution of assets in specie.

131. If at any time the liquidators of the Company shall make any sale, or enter into any arrangement pursuant to Section 161 of The Companies Act, 1862, a dissentient Member within the meaning of that Section shall not have the rights thereby given to him, but instead thereof he may by notice in writing addressed to the liquidators and left at the office not later than fourteen days after the date of the Meeting at which the Special Resolution authorising such sale or arrangement was passed, require them to sell the Shares, Stock, or other property, option, or privilege, to which under the arrangement he would otherwise have become entitled, and to pay the net proceeds over to him, and such sale and payment shall be made accordingly. Such last-mentioned sale may be made in such manner as the liquidators think fit.

Sale under Section 161 of The Companies Act, 1862.

Special
provisions.

132. Any such sale or arrangement or the Special Resolution confirming the same, may provide for the distribution or appropriation of the Shares, cash, or other benefits to be received in compensation otherwise than in accordance with the legal rights of the contributors of the Company, and in particular any class may be given preferential or special rights, or may be excluded altogether or in part, but in case any such provision shall be made, the last preceding Clause shall not apply to the intent that a dissentient Member in such case may have the rights conferred on him by Section 161 of The Companies Act, 1862.

INDEMNITY.

Indemnity.

133. Every Director, Manager, Secretary, and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors, out of the funds of the Company, to pay all costs, losses and expenses which any such officer or servant may incur, or become liable to, by reason of any contract entered into, or act or deed done by him as such officer or servant, or in any way in the discharge of his duties, and the amount for which such indemnity is provided, shall immediately attach as a lien over all other claims.

Individual
responsi-
bility
of Directors.

134. No Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his respective office, or in relation thereto, unless the same happen through his own wilful act or default.

"This document is filed by way of amendment
as an error was made on the original
Form 28".

Number of } 29196
Company } 192

Furley. Fielding

THE COMPANIES ACTS 1948 to 1967

NOTICE of CONSOLIDATION, DIVISION, SUB-DIVISION, or CONVERSION
into STOCK of SHARES, specifying the SHARES so Consolidated, Divided, Sub-
divided, or Converted into Stock, or of the Re-Conversion into Shares of Stock,
specifying the Stock so re-converted, or of the Redemption of Redeemable Preference
Shares or of the Cancellation of Shares (otherwise than in connection with a reduction
of share capital under Section 66 of the Companies Act 1948).

Pursuant to Section 62 of the Companies Act 1948.

Insert the
Name of
the
Company { THE WINGHAM ENGINEERING COMPANY
LIMITED

Presented by

Presentor's Reference 56/28

Furley Page Fielding & Pembroke,

39, St. Margaret's Street,

Canterbury, Kent.



TO THE REGISTRAR OF COMPANIES.

The Wingham Engineering Company LIMITED

hereby gives you notice in accordance with Section 62 of the Companies Act 1948

that with reference to Special Resolution No.1 dated 14th August, 1972, only 5 Preference Shares of £10 each (and not 50 Preference Shares of £10 each as stated in the said Special Resolution) remained unissued at the date of the said Special Resolution and accordingly that there were 5 only of the said Preference Shares of £10 each available for subdivision and conversion into 1,000 Ordinary Shares of 5p each, and the said Special Resolution took effect accordingly.

(Signature) *[Signature]*

(State whether Director or Secretary) Director

Dated the 8th

day of January

1974

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

No. of Company: 29196

1193

true copy of the original
Special Resolutions as
corrected by the attached
Form 28.

Finley. & Elby

THE COMPANIES ACTS 1948 TO 1967

Company Limited by Shares

SPECIAL RESOLUTIONS

of

THE WINGHAM ENGINEERING COMPANY LIMITED

passed the 14th August, 1972

At an Extraordinary General Meeting of the Members of the above-named Company, duly convened, and held on the 14th August, 1972 at 37 St. Margaret's Street, Canterbury, the following Resolutions were duly passed as Special Resolutions

SPECIAL RESOLUTIONS

1. That the 5 unissued Preference shares of £10 each be and they are hereby subdivided and converted into 1,000 Ordinary shares of 5p. each.
2. That the 551,432 unissued Ordinary shares of 25p. be and they are hereby subdivided into 2,757,160 Ordinary shares of 5p. each.
3. That it is desirable to capitalise a sum of £22,428.40 (being as to £13,850 the amount standing to the credit of the Share Premium Account and as to £8,578.40 part of the balance standing to the credit of the Capital Reserve Account) and that accordingly the said sums of £13,850 and £8,578.40 be appropriated to the members on this day holding Ordinary shares in the capital of the Company by applying the same in paying up in full 448,568 unissued Ordinary shares of 5p. for allotment and distribution to and amongst such holders in the proportion of 1 new share of 5p. for every share now held by them respectively and that the directors do make all necessary allotments and

11/11/72

appropriations accordingly.

4. That upon the allotment of the shares pursuant to resolution No.3 the 448,568 issued Ordinary shares of 25p. each do stand converted into 448,568 1 per cent non-cumulative 2nd Preference shares of 25p. each carrying the right to a fixed non-cumulative Preferential dividend at the rate of 1 per cent per annum and the right in a winding up to the return of the capital paid up thereon in each case subject to the rights of the holders of the 7½ per cent Preference shares but to no further or other participation in profits or assets and to no right to receive notice of or attend or vote at general meetings of the Company.