

Certificate of Incorporation

I Hereby Certify, That the

"WINKWORTH" ELECTRIC CAR-BELLS, LIMITED

is this day Incorporated under the Companies Acts, 1908 to 1917, and that the Company is
Limited.

Given under my hand at London this **twenty-seventh** day of **August** One
Thousand Nine Hundred and **twenty-seven.**

Fees and Deed Stamps £ **3. 10. 0**

Stamp Duty on Capital **£1.**

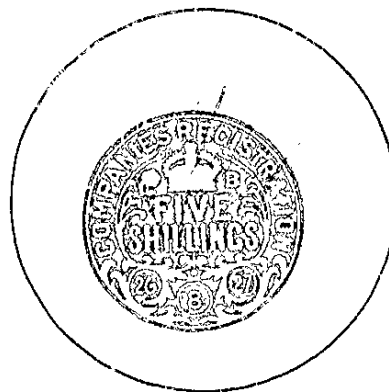
M. White
Assistant Registrar of Joint Stock Companies.

Certificate
received by

John. S. Winkworth. Solicitor.
5. Finsbury Sq. E.C.

Date *30th August. 1927.*

COMPANIES ACTS, 1908 to 1917.



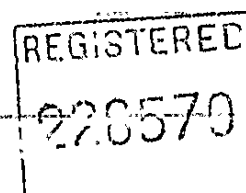
A 5/-
Companies'
Registration
Fee Stamp
to be
impressed
here.

DECLARATION of Compliance with the requirements of the Companies

Act, made pursuant to S. 17 (2) of the Companies (Consolidation)

Act, 1908 (8 Edw. 7 Ch. 69) on behalf of a Company proposed to be

registered as The "WimRworth" Electric Car-Bells



Limited.

27 43 98

PUBLISHED AND SOLD BY

WATERLOW & SONS LIMITED,

LAW AND COMPANIES' STATIONERS AND REGISTRATION AGENTS,

LONDON WALL, BIRCHIN LANE, AND 49, PARLIAMENT STREET, LONDON ;
AND TEMPLE ROW, BIRMINGHAM.

Presented for filing by

John S. WimRworth

I John Staserton Winkworth
of 5 Finsbury Square in the City of London

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

Do solemnly and sincerely declare that I am ^(a) a Solicitor
of the High Court engaged in the formation

of The "Winkworth" Electric Car-Bells

Limited, and That all the requirements of the Companies (Consolidation)
Act, 1908, in respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with. And I make
this solemn Declaration conscientiously believing the same to be true and
by virtue of the provisions of the "Statutory Declarations Act, 1835."

Declared at 11/12, Finsbury Square
in the County of London

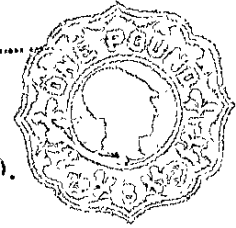
the 17th day of August
one thousand nine hundred and twenty seven

Before me,

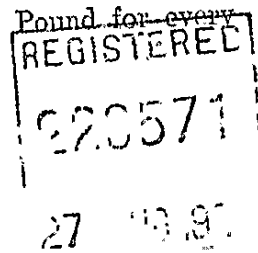
John S. Winkworth

The Linkwork Electric Car Bldg.

COMPANY, LIMITED.



STATEMENT of the Nominal Capital made pursuant to s. 112 of the Stamp Act, 1891, as amended by s. 7 of the Finance Act, 1899, and s. 39 of the Finance Act 1920. (NOTE.—The Stamp Duty on the Nominal Capital is One Pound for every £100 or fraction of £100.)

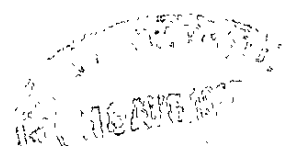


This Statement is to be filed with the Memorandum of Association, or other Document, when the Company is registered.

Presented for registration by

John E. Linkworth

5 Finsbury Square



THE NOMINAL CAPITAL of the *Winkworth* Electric Car Bds

Company, Limited,

is £. *100* , divided into *100* shares of £. *1*—

each.

Signature *John S. Winkworth*

Description *Director*

Date *17th August 1927*

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

THE COMPANIES ACTS, 1905 TO 1917.

COMPANY LIMITED BY SHARES.

Memorandum of Association
OF
THE "WINKWORTH" ELECTRIC CAR-BELLS, LIMITED.

REGISTERED

220572

27 11 1917

1. The name of the Company is "THE "WINKWORTH" ELECTRIC CAR-BELLS, LIMITED."

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

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

(A) To purchase and carry on the business of manufacturers of and distributors of electric car bells now carried on by Mr. Frank Winkworth at 82, Victoria Street, London, S.W.1, and at Ascot, in the County of Berkshire, and accordingly to enter into and carry into effect with or without modification an agreement with the said Mr. Frank Winkworth in the terms of the draft which has for the purpose of identification been signed by Mr. John Staverton Winkworth, of 5, Finsbury Square, E.C.2, solicitor.

(B) To carry on the business of manufacturers of, dealers in, hirers, repairers and warehousemen of automobiles, motor-cars, motor-cycles and engines of every description, bicycles, carriages and vehicles of all kinds, whether moved by mechanical power or not, and all motor-car, motor-cycle and bicycle accessories, electrical horns, bells and appliances of every description, and all machinery, implements, utensils, apparatus, lubricants, and all things capable of being used therewith or in the manufacture, maintenance and working thereof respectively.

(c) To carry on the business of india rubber manufacturers and makers of and dealers in articles of any description made or prepared with india rubber.

(d) To carry on any other business of a similar nature or any business which may in the opinion of the Directors be conveniently carried on by this Company.

(e) To acquire and deal with the property following :

(1) The business property and liabilities of any company, firm or person carrying on any business within the objects of this Company.

(2) Lands, buildings, easements or other interests in real estate.

(3) Plant, machinery, personal estate and effects.

(4) Patents, patent rights or inventions, copyrights, designs, trade marks or secret processes.

(5) Shares or stock or securities in or of any company or undertaking, the acquisition of which may promote or advance the interests of this Company.

(f) To perform or do all or any of the following operations, acts or things :—

(1) To pay all the costs, charges and expenses of the promotion and establishment of the Company.

(2) To sell, let, dispose of, or grant rights over all or any property of the Company.

(3) To erect buildings, plant and machinery for the purposes of the Company.

(4) To grant licences to use patents or secret processes of the Company.

(5) To manufacture plant, machinery, tools, goods or things for any of the purposes of the business of the Company.

(6) To draw, accept and negotiate bills of exchange, promissory notes and other negotiable instruments.

(7) To borrow money or receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company, including uncalled capital.

(8) To lend money with or without security, and to invest money of the Company in such manner other than in the shares of this Company as the Directors think fit.

(9) To enter into arrangements for joint working in business, or for sharing of profits, or for amalgamation with any other company, firm or person carrying on business within the objects of this company.

(10) To promote companies.

(11) To sell the undertaking and all or any of the property of the Company for cash or for stock, shares, or securities of any other company or for other consideration.

(12) To distribute in specie assets of the Company properly distributable amongst the members.

(G) To do all or any of the things hereinbefore authorised, either alone or in conjunction with, or as factors, trustees, or agents for others, or by or through factors, trustees or agents.

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

4. The liability of the members is limited.

5. The share capital of the Company is £100, divided into 100 shares of £1 each, with power for the Company to increase or reduce the said capital, and to issue any part of its capital, original or increased, with or without any preference, priority or special privilege, or subject to any postponement of rights, or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

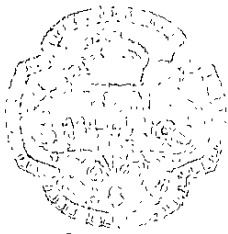
WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber (in words)
<i>Frank William Henry Winkworth.</i> <i>Engineer.</i> <i>82, Victoria St. S.W.1.</i>	<i>One</i>
<i>Nella Louise Elizabeth Winkworth</i> <i>Spinster,</i> <i>Riverside House, Staines. Middlex.</i>	<i>One</i>

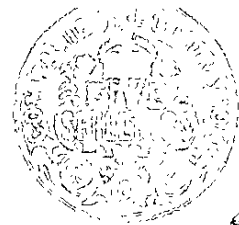
Dated this *19* day of *July*, 1927.

Witness to the above signatures:—

A. Frank Webster
Engineer,
2 Green Mansions.
Richmond. Surrey.



THE COMPANIES ACTS, 1908 TO 1917.



REGISTERED

270573

17 12 31

COMPANY LIMITED BY SHARES.

Articles of Association

OF

THE "WINKWORTH" ELECTRIC CAR-BELLS, LIMITED.

PRELIMINARY.

1. The Company is registered as a private Company, and accordingly—

- (A) The right to transfer shares is restricted in manner hereinafter and in Table A in the first schedule to the Companies (Consolidation) Act, 1908 (hereinafter referred to as Table A) provided—
- (B) The number of the members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty. Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this article be treated as a single member;
- (C) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

2. Subject as hereinafter provided, the provisions of Table A shall apply to this Company.

3. In clause 1 of Table A, between the words "regulations" and "unless" the words "and in any articles adopting the same" shall be inserted.

4. The Company shall forthwith enter into the agreement mentioned in Clause 3 of the Memorandum of Association with such modifications (if any) as the Directors shall approve.

SHARES.

5. Clause 5 of Table A shall not apply.

LIEN.

6. In Clause 9 of Table A the words "not being a fully paid share" and "other than fully paid shares" shall be omitted.

CALLS ON SHARES.

7. In clause 12 of Table A the words "provided that no call shall exceed one-fourth of the nominal amount of the share or be payable at less than one month from the last call" shall be omitted.

TRANSFER AND TRANSMISSION OF SHARES.

8. Clauses 18 and 19 of Table A shall be read subject to the provisions of clause 10 hereof.

9. In clause 20 of Table A the words "not being fully-paid shares" shall be omitted; and between the words "not approve" and "and may" the words "not being already a member of the Company" shall be inserted.

10. The following clauses shall be added after clause 23 of Table A, viz. :—

23 (A) Except as hereinafter provided, no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(B) Every member or other person referred to in clause of Table A who intends to transfer shares (hereinafter called "the vendor") shall give notice in writing to the Board of his intention. That notice shall constitute the Board his agent for the sale of the said shares in one or more lots at the discretion of the Board to members of the Company at a price to be agreed

upon by the vendor and the Board, or, in case of difference, at the price which the auditor of the Company for the time being shall certify, by writing under his hand, to be in his opinion the fair selling value thereof as between a willing vendor and a willing purchaser.

- (c) Upon the price being fixed as aforesaid the Board shall forthwith give notice to all the members of the Company of the number and price of the shares to be sold, and invite each of them to state in writing within twenty-one days from the date of the said notice whether he is willing to purchase any, and if so, what maximum number of the said shares.
- (d) At the expiration of the said twenty-one days the Board shall allocate the said shares to or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one), so far as may be, pro rata according to the number of shares already held by them respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made, the vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers, and if he make default in so doing, the Board may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the said shares purchased by him.
- (e) In the event of the whole of the said shares not being sold under Article 23 (b), the vendor may at any time within three months after the expiration of the said twenty-one days transfer the shares not so sold to any person (subject to clause 20 of Table A as varied by Article 9 hereof) at any price.
- (f) Clauses 23 (A), (B), (C), (D) and (E) hereof shall not apply to a transfer to a person who is already a member of the Company, nor to a transfer merely for the purpose of effectuating the appointment of new trustees, nor to a transfer by personal representatives to a legatee under the will of, or to the husband, wife, or next-of-kin of a deceased member, nor to a transfer

by a trustee to a beneficiary, provided that it is proved to the satisfaction of the Board that the transfer *bona fide* falls within one of these exceptions.

CONVERSION OF SHARES INTO STOCK.

11. Clauses 31 to 34 inclusive of Table A shall not apply.

SHARE WARRANTS.

12. Clauses 35 to 40 inclusive of Table A shall not apply.

GENERAL MEETINGS.

13. In clauses 46 and 48 of Table A the words "one member" shall be substituted for the words "two members."

PROCEEDINGS AT GENERAL MEETINGS.

14. In clause 51 of Table A the word "two" shall be substituted for the word "three."

15. In clause 52 of Table A the words "meeting shall stand dissolved" shall be substituted for "members present shall be a quorum."

16. In clause 56 of Table A the words "two members" shall be substituted for the words "three members."

DIRECTORS.

17. Clause 68 of Table A shall not apply, and the following clauses shall be substituted therefor, viz. :—

68. (A) Until otherwise determined the number of Directors shall not be less than two or more than five.

(B) The first Directors of the Company shall be as follows: Frank William Henry Winkworth, Nella Louise Elizabeth Winkworth.

DISQUALIFICATIONS OF DIRECTORS.

18. Paragraphs (B) and (E) of clause 77 of Table A shall not apply, and for the proviso at the end of the said clause the following proviso shall be substituted :—

Any Director and any company or firm of which a Director is a member may enter into contracts with the Company, and any Director may vote as Director or shareholder in respect of any such contract and retain for his own use profits made by him under any such contract; provided always that unless he be at the time sole Director he must disclose his interest to his Co-Directors before the contract is entered into by the Directors; and if he be at the time sole Director, or if all the Directors be interested in the contract, the contract must be entered into by the Company in General Meeting, and before the contract is entered into the Director or Directors must disclose his or their interest to the Meeting. This proviso does not apply to the contract mentioned in clause 4 hereof, which may be entered into or modified by the Directors notwithstanding that they are all parties to or interested in that contract.

PROCEEDINGS OF DIRECTORS.

19. In Clause 88 of Table A the words ("when the number of Directors exceeds three") shall be omitted and the word "two" substituted for the word "three."

DIVIDENDS AND RESERVE.

20. Clause 101 of Table A shall not apply.

ACCOUNTS.

21. Clause 108 of Table A shall not apply.

NOTICES.

22. In clause 114 of Table A the words "(including bearers of share warrants)" shall be omitted.

23. The following clause shall be added, namely:—

115. A Meeting to confirm a special resolution may be called contingently on the resolution having been duly passed at a previous Meeting, and both Meetings may be convened by one notice.

NAMES, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS.

Frank William Henry Winkworth.

Engineer.

82, Victoria St. S.W.1.

Nella Louise Elizabeth Winkworth

Spinster.

Riverside House, Staines, Middlex.

Dated this 19th day of July, 1927.

Witness to the above Signatures—

A. Frank Melstey

Engineer.

2, Greymans Mansions.

Richmond Surrey.

COMPANY LIMITED BY SHARES.

Memorandum
AND
Articles of Association
OF
THE "WINKWORTH" ELECTRIC CAR-BELLS,
LIMITED.

JOHN S. WINKWORTH,
Solicitor,
5, Finsbury Square,
London, E.C. 2.