

Number of
Certificate

Form No. 41.

1 395

"THE COMPANIES (CONSOLIDATION) ACT, 1908."

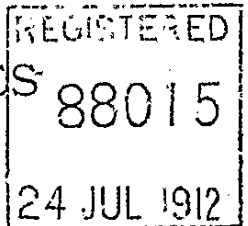
Declaration of Compliance



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

WITH THE

REQUIREMENTS OF THE COMPANIES
(CONSOLIDATION) ACT, 1908



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

St George's Hill Golf Club,
LIMITED.

(See Page 2 of this Form.)

TELEGRAMS: "CERTIFICATE, LONDON."

2374-1211.
TELEPHONE NUMBER: 248 HOLBORN.

JORDAN & SONS, LIMITED,

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

Presented for filing by

C. W. M. Price
Solicitor

17 Hart Street

Bloomsbury Square

3 Charles William Guachay Price
of 17 Hart Street, Bloomsbury Square W.C.

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

written across.

NOTE: This margin is reserved for binding, and must not

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

St George's Hill Golf Club, LIMITED,

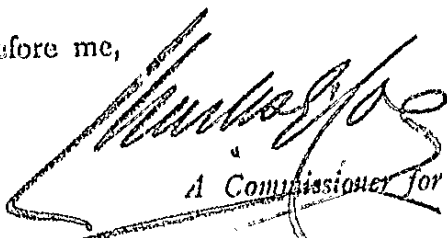
and that all the requirements of The Companies (Consolidation) Act, 1908,
in respect of matters precedent to the registration of the said Company
and incidental thereto have been complied with. And I make this solemn
Declaration conscientiously believing the same to be true, and by virtue
of the provisions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

Declared at 14 Hart Street
Bloomsbury in the County
of London

the 15th day of July

One thousand nine hundred and twelve

before me,


A Commissioner for Oaths.



Number of
Certificate

123375

Form No. 25.

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

COMPANY LIMITED BY SHARES.

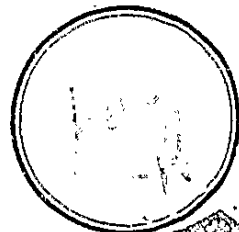
Statement of the Nominal Capital
OF

S^r George's Hill Golf Club

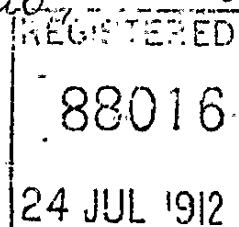
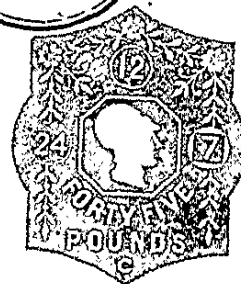
LIMITED,

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

(See Page 2 of this Form.)



Duty at the
rate of 5s.
for every
£100 should
be impressed
here.



This Statement is to be lodged with the Memorandum of Association and
other Documents when the Registration of the Company is applied for.

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

C. W. M. Price
Solicitor

17 Hart Street

21 JUL 1912

THE NOMINAL CAPITAL

OF

St George's Hill Golf Club, LIMITED,

is *Eighteen thousand* Pounds,

divided into *Eighteen thousand* Shares

of *One Pound* each.

Signature

Leslie Septhorn

Description

Secretary

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

Dated the *Twenty third* day

of *July* 191 *2*

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

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

COMPANY LIMITED BY SHARES.

STATEMENT

OF THE

NOMINAL CAPITAL

OF

St George's Hill Golf Club,

LIMITED.

THE COMPANIES (CONSOLIDATION) ACT, 1908.

COMPANY LIMITED BY SHARES.

Memorandum
— AND —
Articles of Association
— OF —
ST. GEORGE'S HILL GOLF CLUB,
LIMITED.

Incorporated the day of 1912.

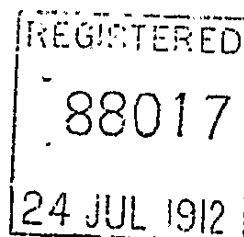
Solicitor:

C. W. M. PRICE,
17, Hart Street,
Bloomsbury Square, W.C.



THE COMPANIES (CONSOLIDATION) ACT, 1908.

COMPANY LIMITED BY SHARES.



Memorandum of Association

— OF —

St. George's Hill Golf Club, Limited.

1. The name of the Company is "ST. GEORGE'S HILL GOLF CLUB, LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:—
 - (a) To purchase, take on lease, or otherwise acquire, lands, houses, buildings and hereditaments in England, and to hold or sell, let, alienate, mortgage, charge or otherwise deal with all or any of such lands, tenements and hereditaments.
 - (b) To alter and improve the same property and to lay out the lands of the Company for golf and other outdoor recreations; to lay out roads thereon, and to improve or alter from time to time the buildings thereon, and to erect or construct such other buildings as may be considered advisable.
 - (c) To carry on the business of proprietors of a golf or any other athletic, social, or residential club, and to provide all articles, facilities, matters and things incidental and usual to be provided for such business so long as it may

seem best calculated to promote the interests of the Company.

- (d) To make rules and regulations for admission to and use of such club or clubs and its premises, and the conduct of Members and visitors, and from time to time to rescind and vary or modify the same.
- (e) To manage the said club or clubs and employ officers, servants and attendants, and to cater for the Members of such club or clubs as aforesaid, and to supply refreshments of all kinds, and books, newspapers, periodicals and all matters and things usually supplied in or which may be required for such a club or clubs.
- (f) To collect and receive either an aggregate sum or sums from the Members of such club or clubs, or entrance fees and subscriptions from the individual Members by way of consideration for the advantages afforded to the Members of such club or clubs.
- (g) To purchase, take on lease or licence, or exchange, hire or otherwise acquire any real and personal property (including any business), and any rights or privileges which the Company may think necessary or convenient for the purpose of the business of the Company.
- (h) To apply for, obtain, purchase, or otherwise acquire any patents, brevets d'invention, licences, concessions, secret processes and the like in the United Kingdom, the colonies, or abroad, 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 the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the same, and to carry on any businesses, whether manufacturing or otherwise, which may seem calculated directly or indirectly to effectuate these objects.
- (i) To promote, organise, or register, and to aid in and pay the expenses of the promotion, formation, organisation, registration, operations, and objects of any company, and to deal in or otherwise acquire and hold shares, stock, or securities in any such company, or in any other company, and to guarantee the payment of any debentures, debenture stock, or other securities issued by any company, and to subsidise, underwrite the capital of or

guarantee or otherwise assist any company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with such shares, stock, or securities.

- (j) To sell, exchange, mortgage, lease or license on rent, royalty, tribute, share of profits, or otherwise, or to grant licences, easements, and other rights in respect of and over, and in any other manner to deal with or dispose of the undertaking of the Company, or any part thereof, to any municipal or other body, or to any other company formed or to be formed; or to any person or persons for such consideration, or on such terms as the Company may think fit, and for shares (fully or partly paid up), debentures, debenture stock, or any other securities of the same or any other company.
- (k) To enter into partnership or any arrangement for sharing profits, union of interests, joint adventure, or co-operation with any person or company carrying on or about to carry on any business which the Company is authorised to carry on.
- (l) To borrow or raise or secure the payment of money, and for those purposes to mortgage or charge the undertaking and all or any part of the assets and rights of the Company (present or after acquired), including uncalled capital, and to create, issue, make, draw, accept, indorse, discount, and negotiate perpetual or redeemable debentures or debenture stock, bonds, or other obligations, bills of exchange, promissory notes, or other negotiable instruments.
- (m) To advance, deposit, or lend money, securities and property to or with any municipal or other body, or any company or person on such terms as may seem expedient, and for any purpose which may be deemed beneficial to the Company.
- (n) To pay out of the funds of the Company all expenses of or incident to the formation and incorporation of the Company, and the raising money for the Company, and the issue of its capital, including brokerage and commissions for obtaining applications for or placing shares, and to apply at the cost of the Company to Parliament for any extension of the Company's powers.
- (o) To remunerate any person or company for services rendered or to be rendered in placing, or assisting to

place, or guaranteeing the placing of, any of the shares in the capital of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

- (p) To carry out all or any of the foregoing objects as principals or agents or in conjunction with any other person, firm, association or company, and in any part of the world.
- (q) To do all such other things as may be deemed 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 £18,000, divided into 18,000 shares of £1 each. The Company has power from time to time to increase or reduce its capital, and to issue any shares in the original or increased capital as ordinary, preferred, or deferred shares, and to attach to any class or classes of such shares any preferences, rights, privileges, or conditions, or to subject the same to any restrictions or limitations.

WE, the several persons whose names, addresses and descriptions 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.

Herbert William Byrnes
Sheenwater Court
Byfleet
Surrey

One

Walter George Tarrant
Byfleet Surrey
Builder

DATED the 25th day of July, 1912.

WITNESS to the above signature:—

of Walter George Tarrant

J. W. B. Bury
Capt.

Rydal Mount
Weybridge

Witness to the above signature of
Herbert William Byrnes.

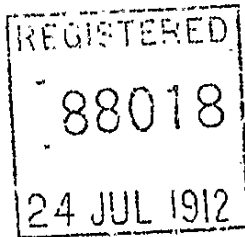
Wm. B. Bury
17 Hart Street
Bloomington, Queens

Solicitor

H. B.



THE COMPANIES (CONSOLIDATION) ACT, 1908.



COMPANY LIMITED BY SHARES.

Articles of Association

— OF —

St. George's Hill Golf Club, Limited.

PRELIMINARY.

1. Subject as hereinafter provided, the Regulations contained in Table "A" in the First Schedule to The Companies (Consolidation) Act, 1908 (hereinafter referred to as Table "A"), shall apply to the Company.

2. Clauses 2, 5, 9, 31 to 40 (both inclusive), 49, 51, 53, 54, 56, 57, 68, 72, 73, 77, 81 and 96 of Table "A" shall not apply to the Company, and in lieu thereof the Articles hereinafter contained dealing with the respective subject matters dealt with in such Articles shall be applicable.

PRIVATE COMPANY.

3. The Company is a "Private Company" within the meaning of Section 121 of The Companies (Consolidation) Act, 1908, and accordingly:—

(a) No invitation shall be issued to the public to subscribe for any shares, debentures, or debenture stock of the Company;

(b) The numbers of Members of the Company (exclusive of persons in the employment of the Company) shall be

1140

limited to fifty, provided that where two or more persons hold one or more shares in the Company jointly they shall be treated as a single Member;

- (c) The right to transfer the shares of the Company is restricted in manner hereinafter provided.

LIEN.

4. The Company shall have a first and paramount lien and charge on all the shares not fully paid up, and/or registered in the name of a Member, whether solely or jointly with others, for all moneys due to the Company from him, or his estate, either alone or jointly with any other person whether a Member or not. The registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

TRANSFER OF SHARES.

5. The first paragraph of Clause 20 of Table "A" down to the word "lien" shall not apply, and in lieu of such paragraph the following shall apply:—"No transfer of any share in the Company shall be made or registered without the previous sanction of the Directors, who may, without assigning any reason, decline to give any such sanction, and shall so decline in the case of any transfer the registration of which would involve a contravention of Article "3 hereof".

FORFEITURE OF SHARES.

6. At the end of Clause 28 of Table "A" the following words shall be added:—"Together with interest at the rate of five per cent. from the date when such moneys were payable".

ALTERATION OF CAPITAL.

7. In Clause 41 of Table "A" the words "A general meeting" shall be substituted for the words "an extraordinary resolution".

GENERAL MEETINGS.

8. The last paragraph of Clause 48 of Table "A" shall not apply.

PROCEEDINGS AT GENERAL MEETINGS.

9. Seven day-' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day, and

the hour of meeting, and, in case of special business, the general nature of such business shall be given to such persons as are under the regulations of the Company entitled to receive such notices from the Company; but the accidental omission to give such notice to or the non-receipt of such notice by any of such persons shall not invalidate the proceedings at any general meeting.

10. No business shall be transacted at any general meeting unless a quorum of Members is present when the meeting proceeds to business. Save as herein otherwise provided two Members personally present shall be a quorum.

11. The Chairman of the Board of Directors shall preside at every general meeting, but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to act as Chairman, the Members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman of the meeting.

12. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least two Members or by a Member holding not less than one-twentieth of the issued share capital of the Company, and unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried by a particular majority, and an entry to that effect in the minute book 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 the resolution.

13. If a poll is duly demanded it shall be taken in such manner at such time and either at once or after an interval or adjournment as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

DIRECTORS.

14. The number of Directors shall be not less than two nor more than five.

15. The first Directors of the Company shall be Herbert William Bryans and Walter George Tarrant.

16. Any registered holder of a Bond which may be issued by the Company shall be eligible as a Bondholder Director. Such Director need not be a shareholder of the Company and Article 70 of Table "A" shall be modified accordingly.

The Ordinary Directors shall appoint a Bondholder Director on the nomination of the majority of the registered Bondholders for the time being. There shall not at any time be more than one Bondholder Director.

A Bondholder Director shall be entitled by way of remuneration for his services as a Bondholder Director to a sum of £1 1s. for each Directors' meeting he attends, but the aggregate sum to which he shall be entitled in any one year shall not exceed £21.

A Bondholder Director (other than the first, who shall hold office until the 1st day of October 1915) shall retire from office at the expiration of two years from the date of his appointment but shall be eligible for reappointment then or at any subsequent time.

A Bondholder Director shall vacate office on his ceasing to be a Bondholder or on his committing any of the acts or on the happening of any of the events which would involve his vacating office if he were an ordinary Director.

POWERS AND DUTIES OF DIRECTORS.

17. The Directors from time to time and at any time may delegate to any Managing Director of the Company, Local Board, Head Manager, Manager, attorney or agent of this Company any of the powers, authorities, and discretions for the time being vested in the Directors, except the power to borrow money, and any such appointment or delegation may be made on such terms and subject to such conditions, including power to sub-delegate, as the Directors may think fit; and the Directors may, at any time remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of such annulment or variation shall be affected thereby.

18. A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the powers, authorities, and discretions by or under the regulations of the Company for the time being vested in the Directors. 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; and Article 75 of Table "A" shall be modified accordingly.

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

DISQUALIFICATION OF DIRECTORS.

20. The office of Director shall be vacated:—

- (1) If by notice in writing to the Company he resigns the office of a Director.
- (2) If he ceases to be a Director by virtue of The Companies (Consolidation) Act, 1908, Section 73.
- (3) If he absents himself from the meetings of the Directors for three consecutive meetings of the Directors, without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office.
- (4) If he becomes bankrupt.
- (5) If he is found lunatic or becomes of unsound mind.

21. But no Director shall be disqualified from contracting with the Company, nor shall any contract 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 interested be liable to account to this Company for any profit realised by such contract or arrangement, by reason only of such Director holding that office or of the fiduciary relation thereby established, but no Director shall vote in respect of such contract or arrangement, and the nature of his interest must be disclosed by him at the meeting 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 Board after the acquisition of his interest, or if such contract be entered into in his absence or without his knowledge he shall immediately disclose his interest to the Company.

22. Any Director shall be at liberty to hold any office of profit under the Company, and he may be appointed thereto upon such terms as to remuneration, tenure of office, and otherwise as may be arranged by the Directors.

ROTATION OF DIRECTORS.

23. The Company at the general meeting at which a Director retires may fill up the vacated office by electing a person thereto, and may at any time after due notice at any general meeting appoint other Directors up to the maximum number for the time being provided.

DIVIDENDS.

24. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by

the profits of the Company according to the estimate formed by them thereof.

INDEMNITY OF DIRECTORS.

25. The Directors 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 and satisfy, all costs, losses, expenses, and liabilities incurred by such Directors in the course of the Company's business.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Hermest William Bryans
Sheemwater Court
Byfleet Surrey
England

Walter George Tarrant
Byfleet
Surrey
Builder

DATED the 23rd day of *July*, 1912.

WITNESS to the above signature—
of Walter George Tarrant.

J. M. B. B. B.

Capt.
Royal Naval

Weybridge

Witness to the above signature of
Hermest William Bryans

W. M. B. B.
17 Hard Street, Bloomsbury, London W.C.

THE COMPANIES (CONSOLIDATION) ACT, 1908.

COMPANY LIMITED BY SHARES.

Memorandum
— AND —
Articles of Association
— OF —
ST. GEORGE'S HILL GOLF CLUB,
LIMITED.

Incorporated the day of 1912.

Solicitor:

C. W. M. PRICE.

17, Hart Street.

Bloomsbury Square, W.C.

DUPLICATE FOR THE FILE.

No. 123295



Certificate of Incorporation

I Hereby Certify, That ~~the~~
St George's Hill Golf Club Limited

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

Given under my hand at London this *Twenty fourth* day of *July*
One Thousand Nine Hundred and *Twelve*.

Fees and Deed Stamps £ *9 15 0*

Stamp Duty on Capital £ *45 0 0*

Geo. Hargreaves

Registrar of Joint Stock Companies.

Certificate received by *C. W. M. Price*

17 Hart Street

Bloomsbury Square W.C

Date *26th July 1912 -*