

Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948



142 NCA 1628

	as amended by the Companies Act 197	76		
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Jordan & Sons Limited Legal and Information Services, Printers and Publishers, Jordan House, 47 Brunswick Place, London N1 6EE. Telephone 01-253-3030 Telex: 261010

THE COMPANIES ACTS 1948 to 1976

COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION OF

HYDRAULIC INDUSTRIAL SERVICES (YORKSHIRE) LIMITED

- The name of the Company is "HYDRAULIC INDUSTRIAL SERVICES (YORKSHIRE) LIMITED".
- 2. The registered office of the Company will be situate in England.
- 3. The objects for which the Company is established are:-
- (a) (1) To carry on business as manufacturers, repairers, wholesale and retail dealers, distributors and agents in hydraulic equipment, friction and antifriction materials and linings of every description, including pipes, rams, valves, cylinders, couplings, seals, fluids and pumps, brake linings, shoes and pads, brake and clutch plates, discs and bands, and linings, seals of every description, transmission parts and accessories, conveyors, conveyor belts, bearings, flexible couplings for any automotive, agricultural, aeronautical, electrical, marine, heavy and light plant and industrial application.
- (2) To provide an advisory and consultant service on technology appertaining to the before-mentioned objects, and to undertake all kinds of research and investigation in connection therewith.
- (3) To buy, sell, manufacture, deal in, factor, store or import and export or otherwise deal with paint, lacquer, varnish, enamel, polish, cellulose, shellac, size, pigments, compositions, oils, colours, wax, putty, whitewash, white lead, distemper, tools of every description and industrial or non-industrial clothing of every description including coats, footwear, headgear and gloves.





- (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the business of the Company.
- (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- (e) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any Shares, Debentures, Debenture Stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any parent, subsidiary or fellow subsidiary company in such manner as the Company may think fit.

- (i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (k) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (I) To enter into any arrangements with any Government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- (m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any busines: capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.
- (n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (o) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of Shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any Shares or other securities of the Company.

- (q) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or a rard pensions, annuities, gratuities, and superannuation or other allowances or benefits cr charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (r) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (s) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (t) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (u) To procure the Company to be registered or recognised in any part of the world.
- (v) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (w) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given

thereto, and they shall not, excent where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate compant. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- 4. The liability of the Members is limited.
- 5. The Share Capital of the Company is £3,000 divided into 3,000 Shares of One pound each.

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.

Natures, andresses and descriptions of Subscribers

Baylan Taldy
2 The prescont
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Tales Engineer.

John Edward Rogszent

Unavesborough
Vorkshine

Sales Engineer

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Dated 5th October 1978

Witness to the above Signatures:
Lolifford R. M. Oseunic

55, Gredericle Street,

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THE COMPANIES ACTS 1948 to 1976

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COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

HYDRAULIC INDUSTRIAL SERVICES (YORKSHIRE) LIMITED

PRELIMINARY

1. The Regulations contained or incorporated in Parts I and II of Table A in the First Schedule to the Companies Act 1948 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

FIRST DIRECTORS

- 2. (a) Clause 75 in Part I of Table A shall not apply to the Company.
- (b) The number of the Directors shall be determined by the Company in General Meeting. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one a sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally.

- 3. The Shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons, on such terms, and in such manner as they think fit.
- 4. The lien conferred by Clause 11 in Part I of Table A shall attach also to fully paid-up Shares and to all Shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.
- 5. The power of the Directors to make calls conferred by Clause 15 in Part I of Table A shall be modified by deleting from such Clause the words "provided that no Call shall "sceed one-fourth of the nominal value of the Share or be payable at less than one month from the date fixed for the payment of the last preceding Call".
- 6. A transfer of a fully paid Share need not be executed by or on behalf of the transferee; and Clause 22 in Part 1 of Table A shall be modified accordingly.
- 7. The liability of any Member in default in respect of a Call shall be increased by the addition at the end of Clause 33 in Part I of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

- 8. Every notice convening a General Meeting shall comply with the provisions of Section 136 (2) of the Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Auditor for the time being of the Company.
- 9. Clause 54 in Part I of Table A shall be read and construed as if the words "Meeting shall be dissolved" were substituted for the words "Members present shall be a quorum".
- 10. A resolution in writing pursuant to Clause 5 in Part II of Table A may consist of two or more documents in like form each signed by one or more of the Members in such Clause referred to; and the said Clause 5 shall be modified accordingly.

- 11. A Director may at any time appoint any other person (being a Director or person approved for that purpose by the Directors) to act as Alternate Director at any Meeting of the Board at which the Director is not present, and may at any time revoke any such An Alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company, but shall otherwise be subject to the provisions of Table A and to these presents with regard to Directors. An Alternate Director shall be entitled to receive notices of all Meetings of the Board and to attend and vote as a Director at any such Meeting at which the Director appointing him is not personally present, and generally to perform all the functions, rights, powers and duties of the Director by whom he was appointed. An Alternate Director shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director Provided that if a Director retires by rotation and is re-elected by the Meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. Where a Director who has been appointed to be an Alternate Director is present at a Meeting of the Board in the absence of his appointer such Alternate Director shall have one vote for each appointer whom he represents in addition to his vote as Director. Every appointment and revocation of appointment of an Alternate Director shall be made by instrument in writing under the hand of the Director making or revoking such appointment and such instrument shall only take effect on the service thereof at the registered office of the Company. The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing
- 12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Part I of Table A shall be modified accordingly.
- 13. (a) The Directors may exercise the powers of the Company conferred by Clause 3 (q) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- (b) Accordingly, Clause 87 in Part I of Table A shall not apply to the Company.
- 14. It shall not be necessary for Directors to sign their names in the Minute Book; and Clause 86 in Part I of Table A shall be modified accordingly.

- 15. Clause 88 in Part I of Table A shall be read and construed as if the words "becomes incapable by reason of mental disorder of managing and administering his property and affairs" were substituted for the words "becomes of unsound mind".
- 16. A resolution in writing pursuant to Clause 106 in Part I of Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to and the said Clause 106 shall be modified accordingly.

BORROWING POWERS

- 17. (a) The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or Standard Security over its undertaking, property and uncalled capital, or any part thereof, and to issue Debentures, Debenture Stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- (b) Accordingly, Clause 79 in Part ! of Table A shall not apply to the Company.

ACCOUNTS

18. The accounts and other documents to be prepared by the Directors under Clause 126 in Part I of Table A shall be prepared in accordance with Sections 148, 150 and 157 of the Companies Act 1948 as amended by Sections 16 to 22 inclusive of the Companies Act 1967 and as further amended by Part I of the Companies Act 1976.

INDEMNITY

- 19. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.
- (b) Accordingly, Clause 136 in Part I of Table A shall not apply to the Company.

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Names, addresses and descriptions of Subscribers

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2, The Grescent

MAGHULL.

Merseyside

Sales Engineering

John Edward Rogeson 8. Geridale Mount Vnaresborough Vorkshine Sales Enguner

Dated 5th October 1978
Witness to the above Signatures:-

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55, Frederick Wrest Sundalow,

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THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and secretary and intended situation of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976



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The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

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Former name(s) (note 3) AURILL	Nationality 4
Address (note 4) 2. The Reserved.	Britists
Raghielle Albertangiele.	Date of birth (where applicable)
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	't
I hereby consent to act as director of the company named on pag	e 1
Signature (F) (ale)	Date 5.10.48
Name (note 2) John Behoard Regersons	Business occupation
O G	Pople Engineer
Former name(s) (note 3) AASAULI	Nationality 6
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Important

The particulars to be given are those referred to in section 21(2)(b) of the Companies Act 1976 and section 200(3) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

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Former name(s) (note 3)	
Address (notes 4 & 7) & Gordsely Alls	unh
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I hereby consent to act as secretary of the compan	y named on page 1
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* as required by section 21(3) of the Companies Act 1976 Signed by or on behalf of the subscribers of the memorandum*

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t delete as appropriate

Signature

Signature

[Subscriber] [Agent]† Date \$.1049



CERTIFICATE OF INCORPORATION

No. 1402986

I hereby certify that

HYDRAULIC INDUSTRIAL SERVICES (YORKSHIRE) LIMITED

is this day incorporated under the Companies Acts 1948 to 1976 and that the Company is Limited.

Given under my hand at Gardiff the

30TH NOVEMBER 1978

EA WICOM

Assistant Registrar of Companies

Company No: 01402986

THE COMPANIES ACT 1989

SPECIAL RESOLUTION (pursuant to Section 14 of the Companies Act 1989)

OF

HYDRAULIC INDUSTRIAL SERVICES (YORKSHIRE) LIMITED

PASSED ON THE 30th April 1991

At an extraordinary meeting of the Members of the above-named Company duly convened and held at

Unit 6, Ormskirk Industrial Estate, Burscough Road, Ormskirk

- On the 30th day of April 1991 the following Special Resolution was duly passed:
- That the main objects clause in the Company's Memorandum of Association be amended to read as follows:

'that the company will cease to trade on 31st May 1991 and that the trade be transferred to the parent company Hydraulic Industrial Services (Merseyside) Limited, and in addition, that all the company's assets including stock and debtors, and the company's liabilities as at that date should be transferred to the parent, Hydraulic Industrial Services (Merseyside) Limited.

Signed:

Director

Date:

5H May 1901



COMP FORM No. 225(2)

Notice of new accounting reference date given after the end of an accounting reference period by a parent or subsidiary undertaking or by a company subject to an administration order

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Pursuant to section 225(2) of the Companies Act 1985 as inserted by section 3 of the Companies Act 1989

Please complete legibly, preferably 1. To the Registrar of Companies in black type, or [Address overlant - Note 7] Company number (Address overleaf - Note 7) bold block lettering 1402986 Name of company * insert full name INDUSTRIAL SERVICES (YORKSHIAF of company Note 2. gives notice that the company's new accounting reference Details of day and date on which the previous accounting reference period Day Month month in 2, 3 and and each subsequent accounting reference period of 4 should be the the company is to be treated as coming, or as having same. come, to an end is Please read notes 1 to 6 overleaf before completing Day Month Year 3. The previous accounting reference period of the company this form. is to be treated as [shortened][extended]t and [is to be treated as having come to an end][willcoms-to-enrand]† on † delete as appropriate If neither of these 4. If this notice is given by a company which is a subsidiary or parent undertaking but which is not subject statements can be completed, the to an administration order, the following statement should be completed: notice cannot be The company is a [subsidiary][parent]t undertaking of Hydraulic INDUSTRIA given. SERVICES (MEKSEYTIDE) LTD , company number _ the accounting reference date of which is . 5. If this notice is given by a company which is subject to an administration order, the following statement should be completed: An administration order was made in relation to the company on ____ and it is still in force. ‡ Insert Director, Secretary. Receiver, 10/2/94 BIRECTOR Administrator, Designation‡ Date 6. Signed Administrative

Receiver of Receiver (Scotland) as appropriate

Presentor's name address telephone number and reference (if any):

For official use D.E.8.

