

Number of }  
Company }

327331

[Form No. 41.]

**"THE COMPANIES ACT, 1929."**

**Declaration of Compliance**



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

WITH THE

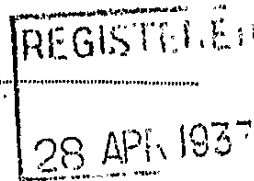
**REQUIREMENTS OF THE COMPANIES  
ACT, 1929,**

Made pursuant to Section 15, Sub-Section (2), of The Companies Act, 1929,  
on behalf of a Company proposed to be Registered as

WINDLES (WATERFOOT)

**LIMITED.**

(See Page 2 of this Form.)



7492-33

TELEGRAMS: "CERTIFICATE, FLEET, LONDON."

TELEPHONE: HOLBORN 0484 (3 LINES).

**JORDAN & SONS, LIMITED,**

**Company Registration Agents, Printers, and Publishers,**

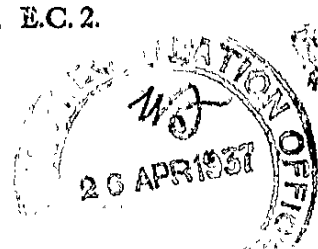
**116 TO 118 CHANCERY LANE, LONDON, W.C. 2,**

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

*Presented by*

Harry Hoyle, Solicitor,

604 Bacup Road, Waterfoot, Rossendale, Lancs.



**HARRY HOYLE**

of 604 Bacup Road, Waterfoot, Rossendale, in the County  
of Lancaster

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

\*Here insert--  
"A Solicitor  
of the Su-  
preme Court  
(or in Scotland  
"an Enrolled  
Law Agent")  
engaged in  
the formation  
of" or "A  
person named  
in the Articles  
of Association  
as a  
Director (or  
Secretary)  
of."

WINDLES (WATERFOOT) LIMITED,

and That all the requirements of The Companies Act, 1929, 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 *Bacup in the County of*  
*Lancashire.*

the *seventeenth* day of *April*

One thousand nine hundred and thirty seven.

before me,

*Arthur Wood*

A Commissioner for Oaths. †

† or Notary Public or Justice of the Peace.

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

Number of  
Certificate) 327331

[Form No. 25.]

THE STAMP ACT, 1891 and THE FINANCE ACT, 1933.



Duty at the  
rate of 10s.  
for every  
£100 must  
be impressed  
here.

COMPANY LIMITED BY SHARES.

Statement of the Nominal Capital  
OF

WINDLES (WATERFOOT)

REGISTERED

28 APR 1937

LIMITED,

Pursuant to Section 112 of The Stamp Act, 1891; as  
amended by Section 41 of The Finance Act, 1933.

(See Page 2 of this Form.)

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

70038-34

TELEGRAMS: "CERTIFICATE, ESTRAND, LONDON."

TELEPHONE NO.: HOLBORN 0434 (3 LINES).

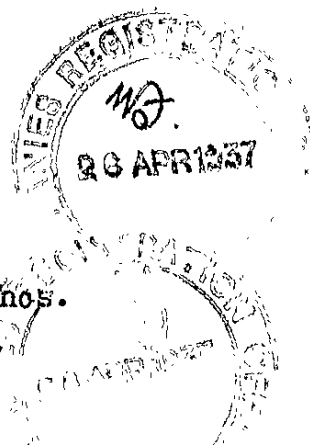
JORDAN & SONS, LIMITED,

Company Registration Agents, Printers, and Publishers,  
116 CHANCERY LANE, LONDON, W.C. 2  
and 13 BROAD STREET PLACE, E.C. 2.

Presented by

Harry Hoyle, Solicitor,

604 Bacup Road, Waterfoot, Rossendale, Lancs.



# THE NOMINAL CAPITAL

OF

WINDLES (WATERFOOT) LIMITED,

is Two thousand Pounds,

divided into Two thousand Shares

of one pound each.

Signature

Donald White

Description

Secretary

Dated the Seventeenth day

of April 19 37

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

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

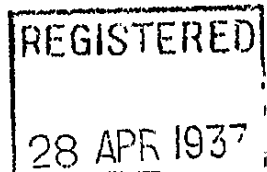
327331



3

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.



Memorandum of Association  
OF

**Windles (Waterfoot) Limited**

1.—The name of the Company is " WINDLES (Waterfoot) 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 carry on the business or businesses one more or all of manufacturers of aerated waters, mineral waters, cordials, non-intoxicant beverages, confectioners, sweetmeat manufacturers, sugar boilers, toffee manufacturers, chocolate manufacturers, vendors agents and factors of all classes of confectionery, sweetmeat, toffee and chocolate either wholesale or retail.
- (b) To carry on in conjunction with the above or as a distinct and separate business, the business or businesses of wholesale and retail tobacconists, manufacturers, importers, factors, agents and shippers of tobacco, cigars and cigarettes, carton manufacturers, box manufacturers, wrapping manufacturers, or makers of any class of metal, card or paper container.

847



(c) To conduct in connection with the above or as a distinct and separate business, the business or businesses of carriers, haulage contractors and transport agents and in that connection to deal in all classes of vehicles, equipment, petrols, oils, tyres, and motor or other accessories for horse drawn, mechanically or electrically propelled vehicles.

(d) To acquire and take over the whole or any part of the business, property and liabilities, of any person or persons, firm or corporation, carrying on any business which this Company is authorised to carry on, or possessed of any property or rights suitable for the purposes of this Company.

*the  
deu  
Ble.* (e) To take or otherwise acquire and hold ~~the~~ shares, stock, debentures or other interests in any other Company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.

(f) To purchase, take on lease or in exchange, or otherwise acquire any real or personal property which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.

(g) To apply for and take out, purchase, or otherwise acquire patents, copyrights, patent rights, inventions, licences, secret processes, registered designs, trade marks, protections, concessions or privileges, which the Company may deem useful for the Company's objects, and to grant licences and privileges to use the same.

- (h) To borrow or raise money in such manner as the Company shall think fit, and in particular to secure or guarantee the payment of money or the performance by the Company of any obligation or liability by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the Company shall think fit, and for the purposes aforesaid to charge all or any of the Company's property or assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (i) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, debenture and other negotiable or transferable instruments.
- (j) To lend money on any terms that may be thought fit and particularly to customers or other persons having dealings with the Company.
- (k) To sell or dispose of the undertaking of the Company or any part thereof in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures or debenture stock or securities of any other Company, whether promoted by this Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (l) To support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Company, or its employees, or may be connected with any town or place where

4

the Company carries on business; to give pensions, gratuities or charitable aid to any person or persons who have served the Company, or to the wives, children or other relatives of such persons; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.

- (m) To enter into and carry into effect any arrangement for joint working in business or for sharing of profits, or for amalgamation with any other company or any partnership or person carrying on business within the objects of the Company.
- (n) To distribute any of the Company's property among the members of the Company in kind.
- (o) 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 £2,000 divided into 2,000 shares of £1 each. The Company has power from time to time to increase 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 that may be determined before the issue of the shares affected thereby.



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
David Goodwin Windle Hollin House Scout Bottom Waterfoot	one
Donald Winder Wholesale Confectioner Norman Newchurch Rd. Commercial Traveller Newtall	one
Benjamin Grosdale 489 Burnley Rd. Waterfoot Rossendale Commercial Traveller	one

Dated this 17th day of April, 1937.

Witness to the above Signatures:—

*Harry H. G. L.*  
*Waterfoot.*  
*Waterfoot.*

GR 57-  
10/10/1-

327331



8

REGISTERED

23 APR 1937

THE COMPANIES ACT, 1929.

COMPANY LIMITED BY SHARES.

Articles of Association  
OF  
**Windles (Waterfoot) Limited**

1.—The regulations contained in Table "A" in the First Schedule of "The Companies Act, 1929" (hereinafter called "Table 'A'"), shall apply to this Company save in so far as they are excluded or varied hereby, and if there shall be any inconsistency between these Articles and any Article in Table A not hereby expressly excluded the provisions of these Articles shall prevail.

2.—The regulations of Table A numbered 35, 69, 71, 72, 101 and 104 shall not apply to this Company.

3.—It shall be lawful for the Company to pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any Shares of the Company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company to any amount not exceeding One shilling per share.

4.—The Company shall not offer any of its shares or Debentures to the Public for subscription.

8:8



5.—In Clause 2 of Table A, the words "extraordinary resolution" shall be substituted for the words "special resolution."

6.—The number of 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) shall not at any time exceed fifty.

7.—Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of Share Capital, all new Shares shall, before issue, be offered to such persons as may be selected by the Directors, and if such offer is declined the Directors may dispose of the same in such manner as they think most beneficial to the Company.

8.—No member shall be entitled to transfer any share otherwise than in accordance with the following provisions:—

- (a) A member desirous of selling all or any of his shares (hereinafter called "The Selling Member") shall give a Notice (hereinafter called "The Notice of Sale") to the Secretary of the Company containing an offer to sell the same, and stating the number of shares which he desires to sell and the price which he is willing to accept for such shares. The Secretary shall thereupon send to each of the other members of the Company a circular containing the same particulars, and naming a day (not less than seven, or more than fourteen days from the date of sending out such circular) on or before which, offers to purchase same will be received. If on or before the day so named offers to purchase all or any of the shares referred to in the notice of sale at the price named shall be received from members of the Company by the Secretary, he shall, as agent for the selling member and the proposing purchaser or purchasers, declare a contract of sale to be concluded, and shall give notice thereof to the

*Dr.  
Seyu  
B. 6*

selling member and the purchaser or purchasers and so that if the offers for purchase shall together constitute offers to purchase a greater number of shares than those offered for sale, the Shares offered for sale shall be divided among the proposing purchasers in the proportions as nearly as possible in which they already hold shares in the Company, provided that no proposing purchaser shall be liable to take more shares than those he shall have offered to purchase, and that any shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the proposing purchasers. The selling member and the members declared to be the Purchasers of Shares, shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the purchase price.

- (b) If within twenty-one days after the service of the Notice of Sale on the Secretary, the selling member shall not receive notice that his offer to sell is accepted on behalf of some member or members of the Company, he may, within three calendar months from the date of serving the Notice of Sale sell or dispose of the Shares referred to in such Notice of Sale, or so many of them as shall not have been agreed to be purchased by a member or members of the Company, to any other person subject as hereinafter mentioned, provided that such sale or disposal be at a price not less than that named in the Notice of Sale.
- (c) A Notice of Sale may be renewed from time to time but the offer therein contained shall not be withdrawn until the expiration of twenty-one days from the time of service thereof on the Secretary.
- (d) If any person shall become entitled to any share by reason of the bankruptcy or insolvency of any member,

4

he shall be bound forthwith to offer the same for sale to the members of the Company at a fair price, such fair price to be determined by the Directors, and so soon as the said fair price shall have been determined the said person shall give to the Secretary a Notice of Sale in the manner hereinbefore mentioned, containing as the price which he is willing to accept, the said fair price and the same results shall follow as in the case of a Notice of Sale voluntarily given. If the said person shall fail to give such Notice of Sale the Directors may, as his Agents, give the same.

- (e) Any member may transfer or by Will bequeath, or the executors or administrators of any deceased member on a division or a distribution of his estate, or in pursuance of a bequest may transfer any share held by him to a member or members of the family of such member as hereinafter defined. For the purposes hereof "a Member of the Family" of any member shall include a husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild, or other direct issue of such member, or a father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, nephew or niece of such member, but no other person.
- (f) Where any shares are held upon the trusts of any deed or Will, a transfer thereof may be made upon any change or new appointment of Trustees, but the Directors may require evidence to satisfy themselves of the facts in relation of such transfer.
- (g) The Directors may refuse to register any transfer of a Share: (a) where the Company has a lien on the share; or (b) where the Directors are not of opinion that it is desirable to admit the proposed transferee to membership. But sub-clause (b) of this clause shall not apply to a transfer to a member, pursuant to clause (a) or to clause (d) of this article or to a transfer pursuant to clause (e) or to clause (f) of this article.

9.—The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors, and in the presence of at least two Directors, and those two Directors shall sign every instrument to which the Seal of the Company is so affixed in their presence.

10.—No person engaged or interested in any business or businesses, either carried on in competition with any business for the time being carried on or intended to be carried on by the Company, or likely in the opinion of the Directors to compete with or injure any business of the Company, shall be entitled to be registered as a member of the Company, and any such person being a member shall be bound at the request of the Directors, to offer any Share held by him for sale as provided by Article 8 Clause (d) as though he had become entitled thereto by reason of the bankruptcy, or insolvency of a member. The decision of the Directors upon any question arising under this Article shall be binding and conclusive upon all parties.

11.—The number of Directors shall not be less than two nor more than six.

12.—The office of Director shall be vacated if the Director :—

- (a) Ceases to be a Director by virtue of Section 141 of the Companies Act, 1929 ; or
- (b) Becomes bankrupt or compounds or makes a private arrangement with his creditors ;
- (c) Is found lunatic or becomes of unsound mind ;
- (d) Without leave of absence from the other Directors either absents himself from the meetings of the Directors for a period of three months, or fails to attend at least one-half of the meetings of Directors held in each year ;
- (e) Gives the Company notice in writing that he resigns his office ;

- (f) Is concerned or participates in the profits of any contract with the Company other than a Contract of service with the Company. Provided however, that no Director shall vacate his office by reason of his being a member of any Company which has entered into contracts with or done any work for the Company of which he is a Director, but a Director shall not vote in respect of any such contract or work, and if he does so vote his vote shall not be counted.

13.—Every Statement of Account, Balance Sheet, or Report presented to the members of the Company at any meeting shall, at the Registered Office of the Company, be open to the inspection of any member, but no member shall be entitled to receive or make any copy thereof or extracts therefrom.

14.—No member shall be entitled to require or receive any information concerning the Company's business, trading or customers, or any trade secret or secret process of or used by the Company beyond such information as to the Accounts and business of the Company, as is by or under the Company's Articles or by Statute directed to be laid before the Company in General Meeting, and no member shall be entitled to inspection of any of the books, papers, correspondence or documents of the Company, except so far as such inspection is expressly required by Statute, or by or under these Articles.

15.—As regards those members who have no registered place of address in the United Kingdom, and have not supplied to the Company an address within the United Kingdom for the delivering of notices to them, a notice posted up in the office shall be deemed to be well served on them after the expiration of twenty-four hours after it has been so posted up.

Names, Addresses and Descriptions of Subscribers.

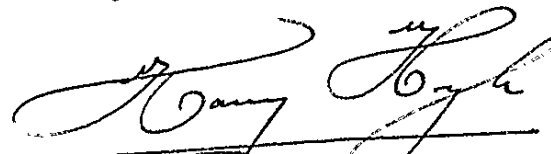
David Goodwin Windle  
Hollin House Waterfoot  
Acourt Bottom Wholesale Confectioner

Donald Winder  
Nordale Newchurch Rd  
Commercial Traveller Rawtenstall

Benjamin Crossdale  
489 Burnley Rd  
Waterfoot  
Rossendale  
Commercial Traveller.

DATED this 17th day of April, 1937.

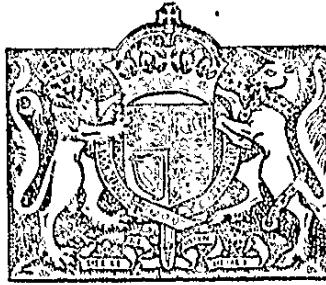
WITNESS to the above Signatures:—

  
Henry Lyle  
Saturdy.  
Waterfoot



DUPLICATE FOR THE FILE.

No. 327331



# Certificate of Incorporation

I Hereby Certify,

That

WINDLES (WATERFOOT) LIMITED

is this day Incorporated under the Companies Act, 1929, and that the Company is Limited.

Given under my hand at London this twenty-eighth day of April One  
Thousand Nine Hundred and thirty-seven.

*W A McKenna*

Registrar of Companies.

Certificate  
received by

*Post*

Date 3 - 5 - 37

# SPECIAL RESOLUTION

Number of Company No. 327331. /45

Name of Company: Windles (Waterfoot) Ltd.

At an Extraordinary General Meeting of the members of the above mentioned Company held at the Registered Office of the Company on the 27th day of January 1967, the following Special Resolutions were passed:

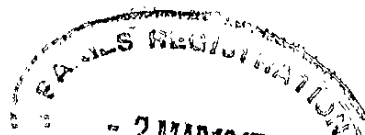
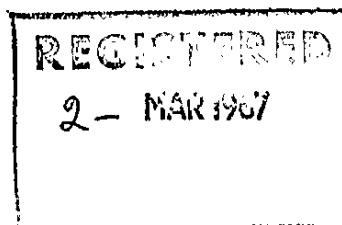
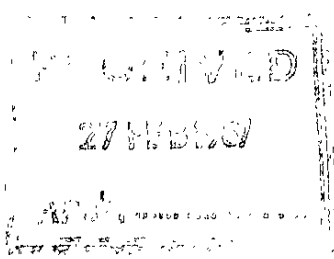
(Mr R.E.Hargreaves in the Chair)

1. That the capital of the Company be increased to £20,000.0.0. by the creation of 18,000 new Ordinary Shares of £1 each ranking pari passu in every respect with the existing shares of the Company.
2. That the name of the Company, subject to the approval of the Board of Trade, be changed to Hargreaves (Retail) Blackburn Ltd.
3. That paragraph 2 of the Articles of Association of the Company be amended to read:
  2. The regulations of Table 'A' numbered 35, 66, 69, 71, 72, 101 and 104 shall not apply to this Company.

*R.E.Hargreaves*

Chairman of Directors.

Windles (Waterfoot) Ltd.



No. 327331



**B**

Reference: C.R.

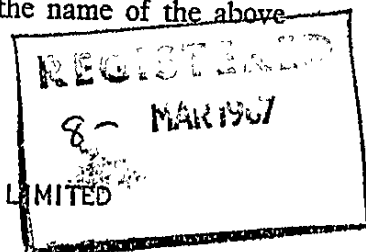
BOARD OF TRADE

COMPANIES ACT, 1948

WINDLES (WATERFOOT) LIMITED

Pursuant to the provisions of Sub-Section (1) of Section 18 of the Companies Act, 1948, the Board of Trade hereby approve of the name of the above named Company being changed to

HARGREAVES (RETAIL) BLACKBURN LIMITED



Signed on behalf of the Board of Trade

this EIGHTH DAY OF MARCH

ONE THOUSAND NINE HUNDRED AND SIXTY SEVEN.

*L. S. Whitfield*

C.60

Authorised in that behalf by the  
President of the Board of Trade

DUPLICATE FOR THE FILE

No. 327331



# Certificate of Incorporation on Change of Name

Whereas

**WINDLES (WATERFOOT) LIMITED**

was incorporated as a limited company under the

**COMPANIES ACT, 1929,**

on the **TWENTY-EIGHTH DAY OF APRIL, 1937**

**And Whereas** by special resolution of the Company and with the approval of the Board of Trade it has changed its name.

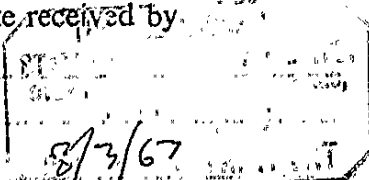
**Now therefore** I hereby certify that the Company is a limited company incorporated under the name of

**HARGREAVES (RETAIL) BLACKBURN LIMITED**

Given under my hand at London, this **EIGHTH DAY OF MARCH**

**ONE THOUSAND NINE HUNDRED AND SIXTY SEVEN.**

Certificate received by



Date

8/3/67

*L. S. Whitfield.*

Assistant Registrar of Companies.

NO. OF COMPANY 327331



[C.F. 10]

# THE COMPANIES ACT, 1948.

REGISTERED  
1 MAR 1967

## Notice of Increase in Nominal Capital.

*Pursuant to Section 63.*

NAME OF  
COMPANY

WINDLES (WATERFOOT)

LIMITED.

CAT. No. C.F. 10.

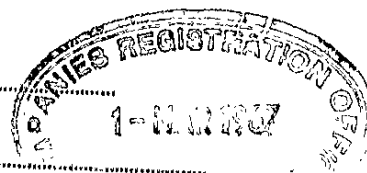
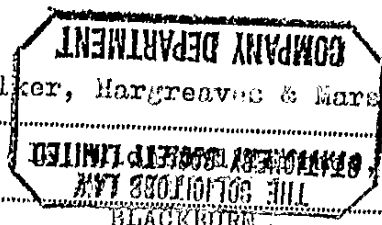
P130 S2108(c)

SHAW & SONS  
LIMITED

*Law Stationers and Company Registration Agents*  
7, 8 & 9, Fetter Lane, Fleet Street, E.C. 4

*Presented by*

Walker, Hargreaves & Marsden,



# Notice of Increase in Nominal Capital.

To the REGISTRAR OF COMPANIES.

WINDLES (WATERFOOT) LIMITED,  
hereby gives you notice pursuant to Section 63 of the Companies Act, 1948,  
that by (a) Special Resolution of the Company dated the  
27th day of January 1967 the nominal Capital  
of the Company has been increased by the addition thereto of the sum of  
£18000 beyond the registered Capital of £2000

The additional Capital is divided as follows:—

Number of Shares.	Class of Share.	Nominal Amount of each Share.
18000	Ordinary Shares	£1. 0. 0. each

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:—

They rank pari passu in every respect with the other 2000  
£1 Ordinary Shares previously issued.

None of the new Shares are Preference Shares, and ~~are not~~  
redeemable.

(Signature) RAH Langman

(State whether Director, or Secretary)

Director.

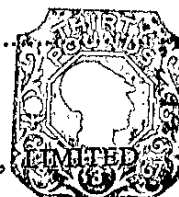
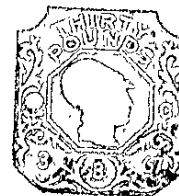
Dated the 3rd day of February 1967.

(a) " Ordinary," " Extraordinary " or " Special."

(b) Delete as appropriate.

This margin to be reserved for binding.

No. of Company.....327331/48

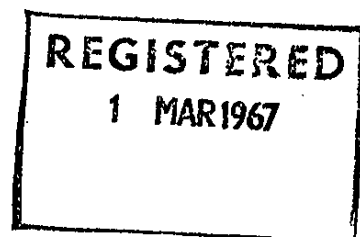


*Windles (Waterfoot)* COMPANY, LIMITED

Statement of Increase of Nominal Capital pursuant to s. 112 of the Stamp Act, 1891

The Stamp duty on an increase of Nominal Capital is Ten shillings for every £100 or fraction

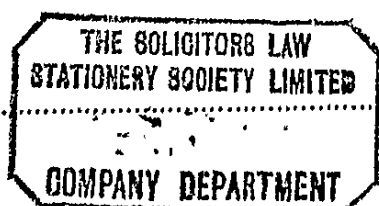
Section 41, Finance Act, 1933).



This statement is to be filed within 15 days after the passing of the Resolution by which the Registered Capital is increased, and if not so filed Interest on the Duty at the rate of 5 per cent. per annum from the passing of the Resolution is also payable (s. 5, Revenue Act, 1903).

NOTE. — Attention is drawn to Section 63 of the Companies Act, 1948, relative to the filing of a Notice of Increase and a printed copy of the Resolution authorising the Increase.

Presented for registration by



Stamps  
L.C.S. 302

The NOMINAL CAPITAL of.....

*Hindles (Waterfoot)* Company, Limited,

has by a Resolution of the Company dated *27th January 1967*

been increased by the addition thereto of the sum of £ *18,000*....., divided into

*18,000*..... shares of £ *1*..... each, beyond the Registered Capital of

*£2000*.....

Signature.....



Description .....

*agents*

Date .....

*1/3/67*

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



WATERWORTH, RUDD & HARE  
CHARTERED ACCOUNTANTS

WILLIAM HARE  
BRYAN M. HAYDOCK  
WILFRED CAVANAGH  
J. SIMON WESTHEAD  
ALAN T. ROWNTREE  
PETER J. BRIDGE  
DAVID FIELDING

YOUR REF.

OUR REF. R/44/YW

327331  
CENTRAL BUILDINGS  
RICHMOND TERRACE  
BLACKBURN  
BB1 7AP

TELEPHONE (0254) 51123/5

13th July, 1984

The Directors,  
Hargreaves (Retail) Blackburn Limited,  
Burnside Works,  
Weir Street,  
BLACKBURN.

Dear Sirs,

We write to tender our resignation as Auditors of the company, such resignation to take effect from the date of the agreement of all tax computations with the Inland Revenue in connection with the "completion accounts" made up to 13th July, 1984 in accordance with Paragraph 3 of Schedule 7 of the Agreement dated 21st June, 1984 between the vendors therein specified and Palmer & Harvey Limited.

As required by Section 16(2)(a) of the Companies Act 1976, we confirm that there are no circumstances connected with our resignation which we consider should be brought to the notice of the Members or Creditors of the company.

Yours truly,

*Waterworth Rudd & Hare*



## THE COMPANIES ACTS 1948 TO 1980

# A

## Notice of new accounting reference date given during the course of an accounting reference period

Pursuant to section 3(1) of the Companies Act 1976

3

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

83

327331

\*delete if inappropriate

Name of company

HARGREAVES (RETAIL) BLACKBURN

Limited\*

**Note**

Please read notes 1 to 5 overleaf before completing this form

hereby gives you notice in accordance with section 3(1) of the Companies Act 1976 that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Day Month

0704

†delete as appropriate

The current accounting reference period of the company is to be treated as ~~extended~~ [extended]† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

07041985

See note 4(c) and complete if appropriate

If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 3(6)(c) of the Companies Act 1976, the following statement should be completed:

‡delete as appropriate

~~The company is a subsidiary of~~ \_\_\_\_\_

\_\_\_\_\_, company number \_\_\_\_\_

the accounting reference date of which is \_\_\_\_\_

§delete as appropriate

Signed

[Director] [Secretary] §Date

15/1/1985

Presenter's name, address and reference (if any):

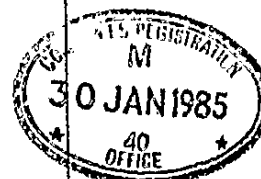
WATERWORTH, RUDD & HARE,  
CENTRAL BUILDINGS,  
RICHMOND TERRACE,  
BLACKBURN, LANCs. BB1 7AP

R/44/YW

For official use

General section

Post room



Printed & Supplied by:—  
Jordan & Sons Limited Legal and Information Services, Printers and Publishers.  
Jordan House, 47 Brunswick Place, London N1 6EE. Telephone: 01-263 3030 Telex: 261010

HARGREAVES (RETAIL) BLACKBURN LIMITED

SPECIAL RESOLUTIONS

~~327331~~  
327331/89

AT an Extraordinary General Meeting of the Company held at 3, St. Mary's Parsonage, Manchester, on Friday, July 13th 1984 the following Resolutions were passed as SPECIAL RESOLUTIONS:-

THAT

1.1. The Memorandum of Association of the Company be amended as follows:-

1.1.1. Paragraph 3(j) be deleted and the following substituted therefor:-

"To lend money to any company, firm or person and to give all kinds of indemnities and either with or without the Company receiving any consideration or advantage, direct or indirect, for giving any such guarantee, to guarantee either by personal covenant or by mortgaging or charging all or any part of the undertaking property and assets present and future and uncalled capital of the Company or by both such methods, the performance of the obligations and the payment of the capital or principal (together with any premium) of and dividends or interest on any debenture stocks, shares or other securities of any company, firm or person and in particular (but without limiting the generality of the foregoing) any company which is for the time being the Company's holding or subsidiary company as defined by Section 154 of the Companies Act 1948 or is otherwise associated with the Company in business and whether or not the Company receives directly or indirectly any consideration or advantage therefrom"



1.1.2. Paragraph 3(h) be deleted and the following substituted therefor:-

- (i) "To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society
- (ii) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by trust deed or other assurances
- (iii) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contract or obligations of the Company or of its customers or other persons or corporations having dealings with the Company or in whose businesses or undertakings the Company is interested, whether directly or indirectly

1.2. The Articles of Association of the Company be amended as follows:-

1.2.1. Article 2 be amended to read as follows:-

"The regulations of Table A numbered 35,66,71,72,73,74,101 and 104 shall not apply to this Company"

1.2.2. The following words be deleted from Article 9:-

"and in the presence of at least two Directors, and those two Directors shall sign every instrument to which the seal of the Company is so affixed in their presence"

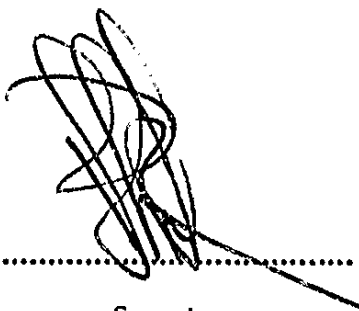
and the following substituted therefor:

"and every instrument to which the seal shall be affixed shall be signed by a director and shall be countersigned by the secretary or by a second director or by some other person appointed by the directors for the purpose"

1.2.3. The following be inserted as Article 16:-

" Borrowing Powers

The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as a security for any debt, liability or obligation of the Company or any third party."

  
.....  
Secretary