

Number of
Company } 1110127 / 1

Form No. 41
(No registration fee payable)

THE COMPANIES ACTS 1948 to 1967

Declaration of Compliance with the requirements of the Companies Act 1948 on application for registration of a Company

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

Insert the
Name of the
Company

ANVIL PLANT HIRE

LIMITED

Presented by

Presentor's Reference.....NDD.....

Ashurst Morris Crisp & Co.,

17 Throgmorton Avenue

London EC2N 2DD



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F20775 22.9.72

Companies 6C

(P.T.O.)

I, NICHOLAS DAVID DAVIDSON

of 17 Throgmorton Avenue

London EC2N 2DD.

Do solemnly and sincerely declare that I am ^(a) A Solicitor of the Supreme Court

(a) Here insert:
A Solicitor of the
Supreme Court (or
in Scotland a
Solicitor) engaged
in the formation
or
A person named
in the Articles of
Association as a
Director or
Secretary.

engaged in the formation of

of ANVIL PLANT HIRE

Limited

and that all the requirements of the Companies Act 1948 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 20 Copthall

Avenue London

EC.2.

the 6th day of June

one thousand nine hundred and seventy

three

N. J. J. H.

Before me,

Peter J. N. Freeland

A Commissioner for Oaths ^(b)

(b) Or
Notary Public or
Justice of the
Peace as the case
may be.

Number of Company } 1119127 / 2

STATEMENT OF THE NOMINAL CAPITAL

OF

ANVIL PLANT HIRE

LIMITED



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

THE NOMINAL CAPITAL of the above named Company is £100

Signature

N. J. Fatt

Description

Solicitor

Dated the

6th

day of

JUNE

19 *73*

NOTES.—The Stamp Duty on the Nominal Capital is Ten Shillings 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 and should be signed by an Officer of the Company if appointed by the Articles of Association, or by the Solicitor(s) engaged in the formation.

Presented by

Presenter's Reference.....NDD.....

Ashurst Morris Crisp & Co.

17 Throgmorton Avenue

London EC2N 2DD

Form No. 25

COMPANY LIMITED BY SHARES

1119127/3

MEMORANDUM OF ASSOCIATION

of

ANVIL PLANT HIRE LIMITED

1. Limited".

The name of the Company is "Anvil Plant Hire

2. in England.

The Registered Office of the Company will be situate

3.

The objects for which the Company is established are :-

(A)

To carry on business as engineers and to manufacture, buy, sell, let or hire and deal in all kinds of plant machinery, gears, apparatus, tools and implements and all engineering products and to let or hire, manufacture and deal in all kinds of apparatus and things required for or capable of being used in connection therewith or for the maintenance thereof.

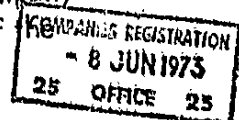
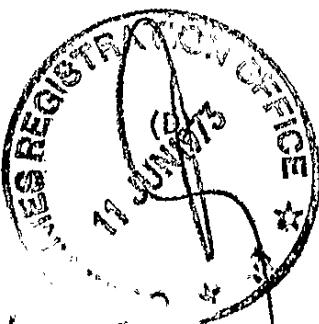
(B)

To enter into any contracts in relation to the hiring of bulldozers, tractors, cranes, transport vehicles and all other types of plant and to erect, construct, maintain, alter, repair, pull down and restore either alone or jointly with any other companies or persons, works of all descriptions, including roads, bridges, railways, waterways and buildings of every description.

(C)

To purchase or otherwise acquire, houses, offices, workshops, buildings and premises and any fixed and moveable machinery, tools, engines, boilers, plant, implements, patterns, stock-in-trade, patents, patent rights and brevets d'invention, convenient to be used in or about the trade or business of plant hire, engineers, founders, smiths or machinists.

To let, under-let, or sub-let any of the Property of the Company or part thereof, either furnished or unfurnished, for any period and upon such terms as to rent, premium, liability for repairs and maintenance, and subject to such conditions, stipulations, and restrictions as the Company may deem expedient or desirable in the interests of



15/6

Company, and for the benefit of its property and for any of the purposes aforesaid, to join in, enter into and execute any tenancy, agreement, lease, underlease, or agreement for lease or underlease to give effect thereto.

- (E) To carry on any other business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.
- (F) To purchase or by any other means acquire any freehold, leasehold, or other property for any estate or interest whatever, and any rights, privileges, or easements over or in respect of any property and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels, or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (G) To build, construct, maintain, alter, enlarge, pull down, and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, walls, fences, banks, dams, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and to control the same or join with others in so doing.
- (H) 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, trade marks, designs, protections, and concessions which may appear likely to be advantageous or useful to the Company and to 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 and testing and in improving or seeking to improve any patents, inventions, or rights which the Company may acquire or propose to acquire.
- (I) 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 this 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 arrangements for sharing profits, or for co-operation or for limiting.

competition, or for mutual assistance with 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.

- (J) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (K) To invest and deal with the moneys of the Company not immediately required in such shares or upon such securities and in such manner as may from time to time be determined.
- (L) To lend and advance money or give credit to such persons, firms, or companies, and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to give guarantees or become security for any such persons, firms, or companies.
- (M) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of Debentures or Debenture Stock (perpetual or otherwise), raised or owing, by mortgage, charge or lien 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, or lien to secure and guarantee the performance by the Company of any obligation it may undertake.
- (N) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (O) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Board 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 expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (P) To enter into any arrangements with any Governments or authorities (supreme, municipal, local or otherwise) or any corporations, companies, or persons that may seem conducive to the attainment of the Company's objects or any of them,

and to obtain from any such Government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

- (Q) 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 this Company or carrying on any business capable of being carried on so as directly or indirectly to benefit this Company.
- (R) To act as agents or brokers and as trustees for any person firm or company and to undertake and perform sub-contracts, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- (S) To remunerate any person, firm or company rendering services to this Company, either by cash payment or by the allotment to him or them of Shares or securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (T) 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, Debentures, Debenture Stock, or securities of this Company.
- (U) 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 the Company carries on business; to give pensions, gratuities or charitable aid to any persons who may have been Directors of or may have served the Company, or to the wives, children or other relatives or dependents of such persons; to make payments towards insurance; and to form and contribute to provident or benefit funds for the benefit of any of such persons or of their wives, children, or other relatives and dependents.
- (V) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this 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.

- (W) 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.
- (X) To distribute among the Members of the Company in kind any property of the Company, and in particular any shares, debentures, or securities of other companies belonging to this Company or of which this Company may have the power of disposing.
- (Y) To procure the Company to be registered or recognised in any dominion or dependency and in any foreign country or place.
- (Z) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

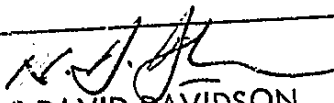
It is hereby expressly declared that each sub-clause of this Clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause.

- 4. The liability of the Members is limited.
- 5. The share capital of the Company is £100 divided into 100 Shares of £1 each.

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.

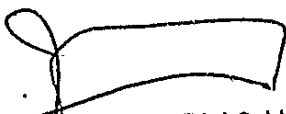
NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

Number of Shares taken
by each Subscriber


NICHOLAS DAVID DAVIDSON,
17 Throgmorton Avenue,
London, EC2N 2DD.

ONE

Solicitor


JOHN NICHOLAS MAY,
17 Throgmorton Avenue,
London, EC2N 2DD.

ONE

Solicitor

Dated the 6th day of June 1973

WITNESS to the above signatures :

LYNN BLANKING, *Lynn Blanking*
17 Throgmorton Avenue,
London, EC2N 2DD.

Secretary

1119127 /4

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

AN-VIL PLANT HIRE LIMITED

1. GENERAL

1. The regulations contained in Table A (hereinafter referred to as "Table A") of the First Schedule of the Companies Act 1948 shall not apply to the Company, except in so far as such regulations are hereinafter expressly directed to apply, but the following shall be the regulations of the Company.

2. References in these Articles to Clauses of Table A shall except where otherwise indicated, refer to Clauses in Part 1 of Table A.

3. Clause 1 of Table A shall apply to the construction of these Articles.

4. The Company shall be a Private Company within the meaning of the Act, and accordingly :-

(A) The Directors may, in their absolute discretion and without assigning any reason, decline to register any transfer of shares.

(B) The number of the Members of the Company (not including persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were, while in that employment, and have continued, after the determination of that employment, to be Members of the Company) is limited to 50, but so that, for the purpose of this Article, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member.

(C) No invitation shall be made to the public to subscribe for any shares or debentures of the Company.

(D) The Company shall not have power to issue share warrants to bearer.

2. SHARE CAPITAL AND VARIATION OF RIGHTS

Clauses 2 and 3 of Table A shall apply.

If at any time the share capital is divided into different classes of shares, rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a Separate General Meeting of the holders of the shares of that class. To any such Separate General Meeting the provisions of these regulations relating to General Meetings shall apply, but so that the necessary quorum shall subject to the provisions of these regulations as to an adjourned meeting be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

Clauses 5 to 10 inclusive of Table A shall apply.

III. - LIEN

8. Clauses 11 to 14 inclusive of Table A shall apply.

IV. - CALLS ON SHARES

9. Clauses 15 to 21 inclusive of Table A shall apply.

V. - TRANSFER OF SHARES

10. (A) Clause 22 of Table A shall apply, save that the references therein to the execution of a transfer by or on behalf of the transferee shall apply only to an instrument of transfer of any Share not fully paid up.

(B) Clauses 23 and 25 to 28 inclusive of Table A shall apply.

VI. - TRANSMISSION OF SHARES

11. Clauses 29 to 32 inclusive of Table A shall apply.

VII. - FORFEITURE OF SHARES

12. Clauses 33 to 39 inclusive of Table A shall apply.

VIII. - CONVERSION OF SHARES INTO STOCK

13. Clauses 40 to 43 inclusive of Table A shall apply.

IX. - ALTERATION OF CAPITAL

14. Clauses 44 to 46 inclusive of Table A shall apply.

X. - GENERAL MEETINGS

15. Clauses 47 to 49 inclusive of Table A shall apply.

XI. - NOTICE OF GENERAL MEETINGS

16. Clauses 50 and 51 of Table A shall apply.

XII. - PROCEEDINGS AT GENERAL MEETINGS

17. Clause 52 of Table A shall apply.

18. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided in these regulations two members present in person or by proxy shall be a quorum.

19. Clause 54 of Table A shall apply.

20. Subject to the provisions of the Act, a Resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

21. Clauses 55 to 61 inclusive of Table A shall apply.

XIII. - VOTES OF MEMBERS

22. Clauses 62 to 73 inclusive of Table A shall apply.

23. Clause XIV. - CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

23. Clause 74 of Table A shall apply.

XV. - DIRECTORS

24. Until otherwise determined by the Company in General Meeting, the number of Directors shall be not less than two.

25. A Director shall not be required to hold any share qualification.

26. Any Director may, by writing under his hand, or by telegram, appoint any other Director or appoint any other person (whether a Member of the Company or not) to be his alternate, and such appointee while he holds office as an alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled, in the absence of the Director whom he represents, to notice of and to attend and vote at meetings of the Directors. A Director may at any time revoke the appointment of an alternate, appointed by him, and appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. Any revocation under this Article shall be effected by notice in writing under the hand of the Director making the same, and any such notice if left at the registered office of the Company shall be sufficient evidence of such revocation.

27. Every person acting as an alternate Director shall be an officer of the Company and he shall not be deemed to be the agent of the Director whom he represents. The remuneration of any 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 him.

28. Clause 76 of Table A shall apply.

A Director may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as member or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as a director or officer of or from his interest in such other company. The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing any or any of their number directors or officers of such other company or voting providing for the payment of remuneration to the directors or officers of such other company. A Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in manner aforesaid.

30. The Directors shall have power to grant to any Director required to go abroad or to render any special or extraordinary service such special remuneration for the services rendered as they may think proper.

31. A Director may hold any office or place of profit under the Company (other than the office of auditor) in conjunction with his office of director and he or his firm may act in a professional capacity to the Company (otherwise than as auditor or auditors) on such terms (as to remuneration and otherwise) as the Directors may determine.

XVI. - BORROWING POWERS

32. 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 security for any debt, liability or obligation of the Company or of any third party.

XVII. - POWERS AND DUTIES OF DIRECTORS

33. Clauses 80 to 83 inclusive of Table A shall apply.

34. No Director, by virtue of his office, shall be disqualified from contracting with the Company either as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. The nature of a Director's interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration or if the Director was not at the date of that meeting interested in the proposed contract or arrangement at the next meeting of the Directors held after he became so interested, and in a case where the Director becomes interested in a contract or arrangement after it is made at the first meeting of the Directors held after he becomes so interested. A general notice to the Directors by a Director that he is a member of any specified firm or company and is to be regarded as interested in any contract or transaction which may after the date of

the notice be made with such firm or company shall (if such Director shall give the same at a meeting of the Directors or shall take reasonable steps to secure that the same is brought up and read at the next meeting of the Directors after it is given) be a sufficient declaration of interest in relation to such contract or transaction under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular contract or transaction with such firm or company. A Director may as a Director vote in respect of any contract or arrangement which he shall make with the Company or in which he is so interested as aforesaid and if he do so vote his vote shall be counted and he may be reckoned for the purpose of constituting a quorum of Directors.

35. Clauses 85 and 86 of Table A shall apply.

36. The Directors may establish and support and aid in the establishment and support of funds or trusts calculated to benefit directors or ex-directors, employees or ex-employees of the Company or the dependants or connections of such persons and to grant pensions and allowances to any such persons.

XVIII. _ DISQUALIFICATION OF DIRECTORS

37. Clause 88 of Table A shall apply.

XIX. - APPOINTMENT AND REMOVAL OF DIRECTORS

38. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age, nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.

39. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election.

40. Clause 96 of Table A shall apply.

41. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Clause 96 of Table A, and without prejudice to the powers of the Directors under Article 41 the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

XX. - PROCEEDINGS OF DIRECTORS

42. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined the quorum shall be two Directors. For the purpose of reckoning the quorum, any Director who is present by his alternate shall be deemed to be personally present regardless of whether or not his alternate is himself a Director or an alternate for any other Director. It shall not be necessary to give notice of a meeting of the

Directors to any Director for the time being absent from the United Kingdom, but where such Director is represented by an alternate Director and has given to the Secretary notice of his absence from the United Kingdom due notice of such meeting shall be given to such alternate Director either personally or by sending the same through the post addressed to him at the address in the United Kingdom given by him to the Company. An alternate Director shall not be entitled to receive notice of meetings of the Directors except where the Director appointing him has given notice of his absence as aforesaid. A Director may, and the Secretary, on the requisition of a Director shall, at any time summon a meeting of the Directors.

43. Questions arising at any meeting shall be decided by a majority of votes and in the case of an equality of votes, the Chairman shall have a second or casting vote. A Director who is also an Alternate Director shall be entitled to a separate vote on behalf of the Director he is representing and in addition to his own vote.

44. Clauses 100 to 105 inclusive of Table A shall apply.

45. A Resolution in writing signed by all the Directors for the time being in the United Kingdom if constituting a majority of the Directors shall be as valid and effective as a Resolution passed at a meeting of the Directors duly convened and held. Such resolution may consist of several documents in the like form each signed by one or more of the Directors.

XXI. - MANAGING DIRECTOR

46. Clauses 107 to 109 inclusive of Table A shall apply.

XXII. - SECRETARY

47. Clauses 110 to 112 inclusive of Table A shall apply.

XXIII. - THE SEAL

48. Clause 113 of Table A shall apply.

XXIV. - DIVIDENDS AND RESERVE

49. Clauses 114 to 122 inclusive of Table A shall apply.

XXV. - ACCOUNTS

50. Clauses 123 to 127 inclusive of Table A shall apply.

XXVI. - CAPITALISATION OF PROFITS

51. Clauses 128 and 129 of Table A shall apply.

XXVII. - AUDIT

52. Clause 130 of Table A shall apply.

XXVIII. - NOTICES

53. Clauses 131 to 134 inclusive of Table A shall apply.

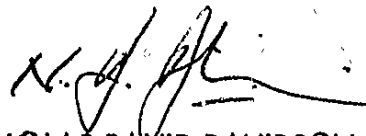
XXIX. - WINDING UP

54. Clause 135 of Table A shall apply.


XXX. - INDEMNITY

55. Save and except so far as the provisions and operation of this Article shall be avoided by any provisions of the Act, every Director, Auditor, officer or servant of the Company shall be indemnified out of its assets against all costs, charges, expenses, losses and liabilities sustained or incurred by him in the conduct of the Company's business, or in the discharge of his duties.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS


NICHOLAS DAVID DAVIDSON,
17 Throgmorton Avenue,
London, EC2N 2DD.

Solicitor


JOHN NICHOLAS MAY,
17 Throgmorton Avenue,
London, EC2N 2DD.

Solicitor

DATED the 6th day of June 1973

WITNESS to the above signatures :

LYNN BLANKING,
17 Throgmorton Avenue,
London, EC2N 2DD.

Secretary





CERTIFICATE OF INCORPORATION

No. 1119127

I hereby certify that

ANVIL PLANT HIRE LIMITED

is this day incorporated under the Companies Acts 1948 to 1967 and that the Company is Limited.

Given under my hand at London the 20th June 1973

A handwritten signature in cursive script, appearing to read 'N Taylor'.

(N. TAYLOR)

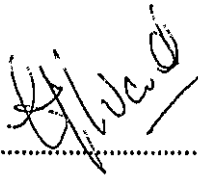
Assistant Registrar of Companies

Company No. 1119127
THE COMPANIES ACTS 1985 AND 1989
Company Limited by Shares
ORDINARY RESOLUTION
of
ANVIL PLANT HIRE LIMITED
Passed the 2nd day of June 1994

At an EXTRAORDINARY GENERAL MEETING of the above named Company duly convened and held on the above date the following Resolution was duly passed:

Ordinary Resolution

That, pursuant to Article 41 of the Articles of Association of the Company, Mr. Ward (who had previously indicated he was willing to so act) be and he is hereby appointed Director of the Company with immediate effect.



.....
Dennis Ward
Chairman



A6TC71YD

A28 RECEIPT DATE: 09/06/94