

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

I MERVYN JAMES FORD 2 (c)  
of The Bungalow, Shaws Lane, Hatton, Warwick

DO SOLEMNLY & SINCERELY DECLARE that I am:-

\* Delete that which  
does not apply

either \* ~~a Solicitor of the Supreme Court engaged in the formation~~  
or \* a person NAMED IN THE ARTICLES of Association as Director\* / Secretary *PNL*

of AXIS 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 Leamington Spa

the 4th day of March 19 76

BEFORE ME-

A Commissioner for Oaths OR Notary Public OR Justice of the Peace  
OR Solicitor having the power conferred on a Commissioner for Oaths.

*Commissioner for Oaths*

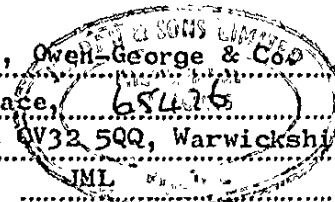
*M. J. Ford*  
Declarant to sign here

NOTE: By Section 15(2) of the Companies Act 1948 a Statutory Declaration by a Solicitor of the Supreme Court, and in Scotland by a Solicitor, engaged in the formation of the Company, OR by a person NAMED IN THE ARTICLES as a Director or Secretary of the Company, of compliance with all or any of the said requirements shall be produced to the Registrar, and the Registrar may accept such a Declaration as sufficient evidence of compliance.

Jordan & Sons Limited  
International Law Agents,  
Consultants and Publishers,  
Jordan House, 47 Brunswick Place,  
London N1 6EE. Telex 261010  
Telephone 01-253 3030

Presented by  
Messrs. Blythe, Owen-George & Co  
7 Clarendon Place,  
LEAMINGTON SPA CV32 5QQ, Warwickshire.

Presenter's Reference



58518/6 . 1253354/3

£50.

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION OF

AXIS PLANT HIRE LIMITED

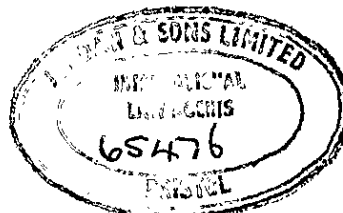


1. The name of the Company is "AXIS PLANT HIRE LIMITED."

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 all or any of the businesses of plant hire contractors, owners, operators, hirers, letters on hire, manufacturers, assemblers, distributors, repairers, agents for the sale of and dealers in building, civil engineering, agricultural and general plant, machinery, equipment, appliances, implements and tools of all kinds, building, civil, agricultural and general engineers and contractors, proprietors of garages and petrol filling stations, repairing, hiring and other depots, motor engineers, manufacturers, servicers, and repairers of, agents for, and dealers in motor cars, and other vehicles, driving instructors, panel beaters painters and sprayers, machinists, smiths, welders and metal workers, joiners, upholsterers, coach and body builders, haulage and transport contractors, tourist and insurance agents, hire purchase agents and financiers, general merchants, agents and traders; and to manufacture, buy, sell and deal in plant, machinery, tools, implements, materials, commodities, substances, articles and things of all kinds, necessary or useful for carrying on the foregoing businesses or any of them, or likely to be required by customers of or persons having dealings with the Company.



(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(c) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal 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 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 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, both real and personal.

(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, sell 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 become security for any persons, firms, or companies.

(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, 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, 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 exchange, 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 and Industry 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.

(l) To enter into any arrangements with any Governments or authorities (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 business 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, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

(o) 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 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 employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to 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 of the predecessors in business of the Company or of any such subsidiary or holding 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 or holding company and to lend money to any such employees or to trustees on their behalf to enable any such share 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 any kind.

(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 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 above 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, except 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 by 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 company.

4. The liability of the Members is limited. ✓

5. The Share Capital of the Company is £1,000 divided into 1,000 Shares of £1 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.

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
Mervyn James Ford The Bungalow, Shaws Lane, Hatton Warwick. Sales Representative M. J. Ford.	200
Ralph Edward William Oliver 1 Hazle Avenue Woodles Park Warwick. Design Draughtsman. R. Oliver.	200

Dated

4 March 1976



Witness to the above Signatures:-

M. Latham  
Farmside  
6 Monk Green  
Sherbourne  
Warwick.

1253354 / 4

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

AXIS PLANT HIRE 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 and 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 in writing by the Subscribers of the Memorandum of Association or a majority of them. 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.

(c) The following persons shall be the first Directors of the Company:  
Mervyn James Ford, Ralph Edward William Oliver and Lily Ford.



## SHARES

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 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. Clause 15 in Part I of Table A shall be read and construed as if there were omitted from such Clause the words "provided that no Call shall exceed 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 I of Table A shall be modified accordingly.

## GENERAL MEETINGS AND RESOLUTIONS

7. 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.
8. 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".
9. 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.

## DIRECTORS

10. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be re-appointed or appointed, as the case may be, as a Director notwithstanding that he has then attained the age of 70, and no special notice need be given of any

resolution for the re-appointment or appointment, or approval of the appointment of a Director at any age, and it shall not be necessary to give the Members notice of the age of any Director or person proposed to be so re-appointed or appointed; and Sub-Sections (1) to (6) inclusive of Section 185 of the Companies Act 1948 shall be excluded from applying to the Company.

11. A Director may at any time appoint any other person (whether a Director or Member of the Company or not) 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 appointment. 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 of 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 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 him.

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) 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. 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**

16. (a) 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.

(b) Clause 79 in Part I of Table A shall not apply to the Company.

#### **ACCOUNTS**

17. In Clause 126 in Part I of Table A after the words "157 of the Act" shall be added the words "and Sections 16 to 22 inclusive of the Companies Act 1967".

#### **INDEMNITY**

18. (a) Every Director or other officer of the Company shall be entitled to 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) Clause 136 in Part I of Table A shall not apply to the Company.

## TRANSFER OF SHARES

20. (a) No Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(b) The person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same, and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one whom it is desirable in the interests of the Company to admit to membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (d) of this Article. The transfer notice may include two or more Shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(c) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the Purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last-mentioned notice.

(d) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Act, 1950, shall not apply.

(e) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(f) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (h) hereof, to sell and transfer the Share, or in case more than one Share is included in the transfer notice the Shares not placed, to any person and at any price.

(g) The Shares included in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively, and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires to purchase a number of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have; and if all the Members do not claim their proportions the unclaimed Shares shall be used for satisfying the claims in excess in proportion to the existing Shares held by the claimants respectively. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(h) 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 of opinion that the transferee is not a desirable person to admit to Membership. Clause 3 in Part II of Table A shall not apply.

(i) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to be employed by the Company, the Directors may at any time within twenty-eight days after his dismissal or his ceasing to be employed resolve that such Member do retire, and at the expiration of twenty-eight days from the passing of such resolution he shall (unless he has already served a transfer notice) be deemed to have served the Company with a transfer notice pursuant to Sub-Article (b) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

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Names, addresses and descriptions of Subscribers

---

Mervyn James Zord.  
3he Bungalow,  
Shaws Lane,  
Hatton,  
Warwick.  
Sales Representative.  
M. J. Zord.

Ralph Edward Willbain Olivier  
1 Hagle Avenue  
Woodbosc Park  
Warwick  
Design Draughtsman  
R. Olivier.

---

Dated 4<sup>th</sup> March 1976

Witness to the above Signatures: -

J. M. Labrum  
Farnside  
6 Mark Green  
Sherborne  
Warwick.



## CERTIFICATE OF INCORPORATION

No. 1253354

I hereby certify that

**AXIS 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 Cardiff the

7TH APRIL 1976

*D. A. Pendlebury*  
D. A. PENDLEBURY

*Assistant Registrar of Companies*

Company Number

1253354 / 24

AXIS PLANT HIRE LIMITED.

At an Extraordinary General Meeting held on 14. MARCH 1985  
at COLLINS ROAD the subjoined Resolution was  
duly proposed and passed as a Special Resolution.

SPECIAL RESOLUTION.

That new Articles of Association in the form of the  
draft produced to the Meeting and annexed hereto be  
adopted in substitution for the existing Articles  
of Association of the Company.

.....  
Chairman

Dated ...14.-3.-85.....





No. of Company 1253354

The Companies Acts 1948 to 1967

COMPANY LIMITED BY SHARES

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Memorandum and Articles of Association of

...  
AXIS PLANT HIRE LIMITED

(Incorporated the 5th day of April, 1976)

(Including Articles adopted by Resolution in writing passed 14th March, 1985)

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Jordan & Sons Limited

Legal and Information Services, Printers and Publishers,

Jordan House, 47, Brunswick Place, London. N1 6EE.



THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

AXIS PLANT HIRE LIMITED

1. The name of the Company is "AXIS PLANT HIRE 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 all or any of the businesses of plant hire contractors, owners, operators, hirers, letters on hire, manufacturers, assemblers, distributors, repairers, agents for the sale of and dealers in building, civil engineering, agricultural and general plant, machinery, equipment, appliances, implements and tools of all kinds, building, civil, agricultural and general engineers and contractors, proprietors of garages and petrol filling stations, repairing, hiring and other depots, motor engineers, manufacturers, servicers, and repairers of, agents for, and dealers in motor cars, and other vehicles, driving instructors, panel beaters painters and sprayers, machinists, smiths, welders and metal workers, joiners, upholsterers, coach and body builders, haulage and transport contractors, tourist and insurance agents, hire purchase agents and financiers, general merchants, agents and traders; and to manufacture, buy, sell and deal in plant, machinery, tools, implements, materials, commodities, substances, articles and things of all kinds, necessary or useful for carrying on the foregoing businesses or any of them, or likely to be required by customers of or persons having dealings with the Company.



(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(c) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal 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 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 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, both real and personal.

(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, sell 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 become security for any persons, firms, or companies.

(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, 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, 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 exchange, 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 and Industry 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.

(l) To enter into any arrangements with any Governments or authorities (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 business 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, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

(o) 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 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 employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to 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 of the predecessors in business of the Company or of any such subsidiary or holding 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 or holding company and to lend money to any such employees or to trustees on their behalf to enable any such share purchase schemes to be established or maintained.

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(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.

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(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.

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(t) To distribute among the Members of the Company in kind any property of the Company of any kind.

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(u) To procure the Company to be registered or recognised in any part of the world.

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(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 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 above 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, except 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 by 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 company.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1,000 divided into 1,000 Shares of £1 each.

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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
Mervyn James Ford, The Bungalow, Shaws Lane, Hatton, Warwick. Sales Representative.	200
Ralph Edward William Oliver, 1 Hayle Avenue, Woodloes Park, Warwick. Design Draughtsman.	200

Dated this 4th day of March, 1976.

Witness to the above Signatures: - J.M. Labrum,  
Farmside,  
6 Moat Green,  
Sherbourne,  
Warwick.

THE COMPANIES ACTS 1948 to 1981

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COMPANY LIMITED BY SHARES

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NEW  
ARTICLES OF ASSOCIATION

- of -

AXIS PLANT HIRE LIMITED

(Adopted by a Resolution in writing passed  
1985)

PRELIMINARY

1. (a) In these Articles "Table A" means Table A in the First Schedule to the Companies Act, 1948, as amended by the Companies Act, 1967, the Companies Act, 1976, the Companies Act 1980 and the Companies Act, 1981.

(b) The regulations contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The Clauses in Table A numbered 24, 64, 75, 77, 79, 87, 88 (a) and (f), 89, 90, 91, 92, 93, 107, 131, 132, 133 and 134 shall not apply, but, subject as aforesaid, and in addition to the remaining Clauses in Table A the following shall be the Articles of Association of the Company.



## SHARES

2. (a) The Directors are unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 to allot or otherwise dispose of or grant options over the Company's shares up to the amount of the share capital created on the incorporation of the Company to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times during the period of five years from the date of incorporation of the Company.

(b) Any shares which the Directors are not authorised to deal with by virtue of paragraph (a) above may, with the consent of the Company in general meeting, be dealt with by the Directors who may allot or otherwise dispose of or grant options over such shares to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times for a period not exceeding five years from the date of such consent

(c) Accordingly, by virtue of Section 17 (9) of the Companies Act 1980, subsections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.

3. The lien conferred by Clause 11 in Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

4. In Clause 15 of Table A the following words "except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him" shall be inserted immediately after the words "Provided that".

#### NOTICE OF GENERAL MEETING

5. Every notice calling a General Meeting shall comply with the provisions of Section 136 (2) of the Act, as to giving information to Members in regard to their right to appoint proxies, and all notices and other communications relating to a General Meeting which any Member is entitled to receive shall also be sent to the Auditor for the time being of the Company.

#### RESOLUTIONS

6. Any such resolution in writing as is referred to in Clause 73A in Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to.

## TRANSFERS AND TRANSMISSIONS OF SHARES

7. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and Clause 22 in Table A shall be modified accordingly.

8. (a) (i) Any Member may transfer or by Settlement settle or by Will bequeath any Shares held by him or her to or upon trust for a member or members of his or her family as hereinafter defined and in the case of such Settlement or Bequest the Shares so settled or bequeathed may be transferred to the Trustees of the Settlement or Will or to any beneficiary or beneficiaries thereunder, being a member or members of the family of the Settlor or Testator and any Shares of a deceased Member may be transferred by his legal personal representatives to any person entitled under Sections 46 and 47 of The Administration of Estates Act, 1925, as amended by the Intestates' Act 1952, to share in the estate of the deceased Member; provided that such person is a member of the family of the deceased Member. For the purposes hereof, a member of the family of any Member shall include a wife, husband, son-in-law, daughter-in-law, father or mother of such Member, or any direct lineal descendant of such father or mother but no other person.

(ii) Where any Shares are held upon the trusts of any Deed or Will a transfer thereof may be made upon any change or appointment of new trustees to the new trustees thereof, unless the change is made in connection with the acquisition of any beneficial interest under such trusts by a person not a member of the family of a Settlor or Testator, but the Directors may require evidence to satisfy themselves of the facts in relation to such transfer.

(iii) A Share may at any time be transferred to any person Provided That the written consent of all the Members of the Company is given to such transfer.

(iv) A share may at any time be transferred by a corporate Member to:-

(A) a company formed to acquire the whole or a substantial part of the undertaking or assets of such corporate member; or

(B) its holding company or subsidiary (as such expressions are defined by Section 154 of the Companies Act 1948) for the time being or to any subsidiary of such holding company.

9. (a) Save as mentioned in Article 8 hereof no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(b) The person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one it is desirable in the interests of the Company to admit to membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (d) of this Article. The transfer notice may include two or more Shares and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(c) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the Purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last mentioned notice.

(d) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Act 1950 shall not apply.

(e) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(f) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (h)

hereof, to sell and transfer the Share or in case more than one Share is included in the transfer notice the Shares not placed, to any person and at any price.

(g) The Shares included in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires to purchase a number of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have and if all the Members do not claim their proportions the unclaimed shares shall be used for satisfying the claims in excess in proportion to the existing Shares held by the claimants respectively. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(h) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to

be employed by the Company, the Directors may at any time within twenty eight days after his dismissal or his ceasing to be employed resolve that such Member do retire from such membership and at the expiration of twenty-eight days from the passing of such resolution he shall (unless he has already served a transfer notice) be deemed to have served the Company with a transfer notice pursuant to Sub-Article (b) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

10. (a) The Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of shares other than a transfer made pursuant to Article 8 hereof. The Directors shall be obliged to register any transfer made pursuant to Article 8 hereof.

(b) The Directors shall not have any right to decline or suspend the registration of the legal personal representatives of a deceased Member as Members of the Company in respect of the Shares of the said deceased and Clause 30 in Table A shall be modified accordingly.



#### PROCEEDINGS AT GENERAL MEETINGS

11. The following words shall be added to the end of Clause 52 in Table A "and fixing the remuneration of Directors".

12. The following words shall be added to the end of Clause 54 in Table A "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum".

13. It shall not be necessary to give any notice of an adjourned meeting and Clause 57 in Table A shall be construed accordingly.

14. A poll may be demanded by any Member present in person or by proxy and Clause 58 in Table A shall be modified accordingly.

15. A Member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that the Member is incapable by reason of mental disorder of managing and administering his property and affairs may vote, whether on a show of hands or on a poll, by the person so appointed and that person may appoint a proxy to vote on a poll on behalf of the Member.

#### DIRECTORS

16. Unless and until otherwise determined by the Company in General Meeting the number of Directors

shall be not less than one. In the event of the minimum number of Directors fixed pursuant to the Articles of Association of the Company being one, a sole Director shall have authority to exercise all the powers and discretions vested in the Directors generally.

17. A Director need not hold any shares of the Company to qualify him as a Director.

18. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

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

20. 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 does 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 Table A shall be modified accordingly.

21. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and Clause 86 in Table A shall be modified accordingly.

22. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held a salaried office or place of profit with the Company or on his death to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

23. Paragraph (d) of Clause 88 in Table A shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "in the reasonable opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director".

24. A Director shall not retire by rotation and Clauses 94, 96 and 97 in Table A shall be modified accordingly.

25. A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and the last sentence of Clause 95 in Table A shall be deleted.

26. Without prejudice to the provisions of Section 184 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The company may by Ordinary Resolution appoint another person in place of the Director so removed.

27. (a) Any Director may by writing under his hand appoint (1) any other Director, or (2) any other person who is approved by the board of Directors to be his alternate; and every such alternate shall subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the board of the Director appointing him, to attend and vote at Meetings of the Directors, and to exercise all the powers, right, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid 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, provided always that in the event of these Articles providing for the retirement by rotation, if any Director so retires but is re-elected at 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. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate and he shall count for himself and for each Director for whom he acts as alternate for the purpose of determining whether a quorum be present.

(b) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. 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 and the Director appointing him.

28. Any such resolution in writing as is referred to in Clause 106 in Table A may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors and Clause 106 in Table A shall be modified accordingly.

29. 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.

30. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any Service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.

31. A Director holding such executive office as aforesaid for a fixed period shall not be entitled to resign as a Director of the Company and Clause 88 (e) in Table A shall be modified accordingly.

#### NOTICES

32. A notice or other document may be served by the Company upon any Member either personally or by sending

it to such Member at his registered address or at any other address in the United Kingdom which the Member shall have in writing given to the Company as his address for service.

33. A notice or other document may be served on the Company by delivering it to or by sending it to the Company at its registered office for the time being.

34. A notice or other document addressed to a Member at his registered address or address for service in the United Kingdom or to the Company at its registered office for the time being shall if served by post be deemed to have been served at the latest within twenty-four hours if prepaid as first class and within forty-eight hours if prepaid as second class after the same shall have been posted and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and put into a post office. Any such notice given by telex shall be deemed to have been served on the date of transmission provided that it is a business day and if not on the next following business day.

35. A notice or other document addressed to a Member at his registered address outside the United Kingdom shall if served by post be deemed to have been served at the latest within five days (if prepaid as airmail) after the same shall have been posted and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and

put into a post office. Any such notice given by telex shall be deemed to have been served on the date of transmission.

36. All notices or other documents directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register and any notice so given shall be sufficient notice to all the holders of such share.

37. Service of a notice or other document at the registered address or the address for service in the United Kingdom of any person whose name remains registered as the holder or joint holders of any share shall notwithstanding the death of such person and whether or not the Company have notice of his decease be deemed to be sufficient notice to his executors or administrators and to the survivor or survivors of the joint holders and to all other persons entitled to such share.

38. Notice of every general meeting and all notices and other communications relating to a General Meeting which a Member is entitled to receive shall be given in any manner hereinbefore authorised to:-



(a) every Member except those Members who (having no registered address in the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to him; and

(b) the Auditor for the time being of the Company.

#### INDEMNITY

39. Every Director or other officer of the Company shall be entitled to 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. This Article, however, shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act, 1948.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

Mervyn James Ford  
The Bungalow,  
Shaws Lane,  
Hatton,  
Warwick,  
Sales Representative.

Ralph Edward William Oliver,  
1 Hayle Avenue,  
Woodloes Park,  
Warwick.  
Design Draughtsman.

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DATED the 4th day of March 1976

WITNESS to all the above Signatures

J M Labrum,  
Farmside,  
6 Moat Green  
Sherbourne,  
Warwick.



Company Number 1253354/25

AXIS PLANT HIRE LIMITED.

At an Extraordinary General Meeting held on 14. MARCH 1985  
at COLLINS ROAD the subjoined Resolution was  
duly proposed and passed as a Special Resolution.

SPECIAL RESOLUTION.

That new Articles of Association in the form of the  
draft produced to the Meeting and annexed hereto be  
adopted in substitution for the existing Articles  
of Association of the Company.

.....  
Chairman

Dated ...14.-3.-85.....

No. of Company 1253354

The Companies Acts 1948 to 1967

COMPANY LIMITED BY SHARES

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Memorandum and Articles of Association of

...  
AXIS PLANT HIRE LIMITED

(Incorporated the 5th day of April, 1976)

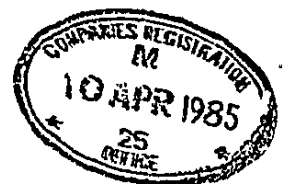
...  
(Including Articles adopted by Resolution in writing passed 14th March, 1985)

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Jordan & Sons Limited

Legal and Information Services, Printers and Publishers,

Jordan House, 47, Brunswick Place, London. N1 6EE.



THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

AXIS PLANT HIRE LIMITED

1. The name of the Company is "AXIS PLANT HIRE 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 all or any of the businesses of plant hire contractors, owners, operators, hirers, letters on hire, manufacturers, assemblers, distributors, repairers, agents for the sale of and dealers in building, civil engineering, agricultural and general plant, machinery, equipment, appliances, implements and tools of all kinds, building, civil, agricultural and general engineers and contractors, proprietors of garages and petrol filling stations, repairing, hiring and other depots, motor engineers, manufacturers, servicers, and repairers of, agents for, and dealers in motor cars, and other vehicles, driving instructors, panel beaters painters and sprayers, machinists, smiths, welders and metal workers, joiners, upholsterers, coach and body builders, haulage and transport contractors, tourist and insurance agents, hire purchase agents and financiers, general merchants, agents and traders; and to manufacture, buy, sell and deal in plant, machinery, tools, implements, materials, commodities, substances, articles and things of all kinds, necessary or useful for carrying on the foregoing businesses or any of them, or likely to be required by customers of or persons having dealings with the Company.

(b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property.

(c) To purchase or by any other means acquire and take options over any freehold, leasehold or other real or personal property for any estate or interest whatever, and any rights or privileges of any kind over or in respect of any real or personal 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 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 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, both real and personal.

(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, sell 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 become security for any persons, firms, or companies.

(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, 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, 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 exchange, 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 and Industry 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.

(l) To enter into any arrangements with any Governments or authorities (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 business 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, and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors, or others.

(o) 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 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 employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid to 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 of the predecessors in business of the Company or of any such subsidiary or holding 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 or holding company and to lend money to any such employees or to trustees on their behalf to enable any such share 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 any kind.

(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 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 above 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, except 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 by 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 company.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £1,000 divided into 1,000 Shares of £1 each.

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M  
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B

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
Mervyn James Ford, The Bungalow, Shaws Lane, Hatton, Warwick. Sales Representative.	200
Ralph Edward William Oliver, 1 Hayle Avenue, Woodloes Park, Warwick. Design Draughtsman.	200

Dated this 4th day of March, 1976.

Witness to the above Signatures: - J.M. Labrum,  
Farmside,  
6 Moat Green,  
Sherbourne,  
Warwick.

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S

THE COMPANIES ACTS 1948 to 1981

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COMPANY LIMITED BY SHARES

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NEW  
ARTICLES OF ASSOCIATION

- of -

AXIS PLANT HIRE LIMITED

(Adopted by a Resolution in writing passed  
1985)

PRELIMINARY

1. (a) In these Articles "Table A" means Table A in the First Schedule to the Companies Act, 1948, as amended by the Companies Act, 1967, the Companies Act, 1976, the Companies Act 1980 and the Companies Act, 1981.

(b) The regulations contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The Clauses in Table A numbered 24, 64, 75, 77, 79, 87, 88 (a) and (f), 89, 90, 91, 92, 93, 107, 131, 132, 133 and 134 shall not apply, but, subject as aforesaid, and in addition to the remaining Clauses in Table A the following shall be the Articles of Association of the Company.

## SHARES

2. (a) The Directors are unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 to allot or otherwise dispose of or grant options over the Company's shares up to the amount of the share capital created on the incorporation of the Company to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times during the period of five years from the date of incorporation of the Company.

(b) Any shares which the Directors are not authorised to deal with by virtue of paragraph (a) above may, with the consent of the Company in general meeting, be dealt with by the Directors who may allot or otherwise dispose of or grant options over such shares to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give to any person (including any Director) the call of any shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times for a period not exceeding five years from the date of such consent

(c) Accordingly, by virtue of Section 17 (9) of the Companies Act 1980, subsections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.

3. The lien conferred by Clause 11 in Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

4. In Clause 15 of Table A the following words "except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him" shall be inserted immediately after the words "Provided that".

#### NOTICE OF GENERAL MEETING

5. Every notice calling a General Meeting shall comply with the provisions of Section 136 (2) of the Act, as to giving information to Members in regard to their right to appoint proxies, and all notices and other communications relating to a General Meeting which any Member is entitled to receive shall also be sent to the Auditor for the time being of the Company.

#### RESOLUTIONS

6. Any such resolution in writing as is referred to in Clause 73A in Table A may consist of several documents in the like form each signed by one or more of the Members (or their duly authorised representatives) in that Clause referred to.

## TRANSFERS AND TRANSMISSIONS OF SHARES

7. An instrument of transfer of a share (other than a partly paid share) need not be executed on behalf of the transferee and Clause 22 in Table A shall be modified accordingly.

8. (a) (i) Any Member may transfer or by Settlement settle or by Will bequeath any Shares held by him or her to or upon trust for a member or members of his or her family as hereinafter defined and in the case of such Settlement or Bequest the Shares so settled or bequeathed may be transferred to the Trustees of the Settlement or Will or to any beneficiary or beneficiaries thereunder, being a member or members of the family of the Settlor or Testator and any Shares of a deceased Member may be transferred by his legal personal representatives to any person entitled under Sections 46 and 47 of The Administration of Estates Act, 1925, as amended by the Intestates' Act 1952, to share in the estate of the deceased Member; provided that such person is a member of the family of the deceased Member. For the purposes hereof, a member of the family of any Member shall include a wife, husband, son-in-law, daughter-in-law, father or mother of such Member, or any direct lineal descendant of such father or mother but no other person.

(ii) Where any Shares are held upon the trusts of any Deed or Will a transfer thereof may be made upon any change or appointment of new trustees to the new trustees thereof, unless the change is made in connection with the acquisition of any beneficial interest under such trusts by a person not a member of the family of a Settlor or Testator, but the Directors may require evidence to satisfy themselves of the facts in relation to such transfer.

(iii) A Share may at any time be transferred to any person Provided That the written consent of all the Members of the Company is given to such transfer.

(iv) A share may at any time be transferred by a corporate Member to:-

(A) a company formed to acquire the whole or a substantial part of the undertaking or assets of such corporate member; or

(B) its holding company or subsidiary (as such expressions are defined by Section 154 of the Companies Act 1948) for the time being or to any subsidiary of such holding company.

9. (a) Save as mentioned in Article 8 hereof no Share shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

(b) The person proposing to transfer any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and such notice shall specify the sum he fixes as the fair value, and shall constitute the Company his agent for the sale of the Share to any Member of the Company (or any person selected by the Directors as one it is desirable in the interests of the Company to admit to membership) at the price so fixed or, at the option of the purchaser, at the fair value to be fixed by the Auditor in accordance with Sub-Article (d) of this Article. The transfer notice may include two or more Shares and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

(c) If the Company shall within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share (hereinafter called "the purchaser") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the Share to the Purchaser, who shall be bound to complete the purchase within fourteen days from the service of the last mentioned notice.



(d) In case any difference arises between the proposing transferor and the purchaser as to the fair value of a Share the Auditor shall, on the application of either party, certify in writing the sum which in his opinion is the fair value, and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert and not as an arbitrator; and accordingly the Arbitration Act 1950 shall not apply.

(e) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the Share the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of the Share in favour of the purchaser, who shall thereupon be registered as the Holder of the Share. The receipt of the Company for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(f) If the Company shall not within the period of twenty-eight days after being served with the transfer notice find a Member (or person selected as aforesaid) willing to purchase the Share and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months afterwards be at liberty, subject to Sub-Article (h)

hereof, to sell and transfer the Share or in case more than one Share is included in the transfer notice the Shares not placed, to any person and at any price.

(g) The Shares included in any transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Members (other than the proposing transferor) as nearly as may be in proportion to the existing Shares held by them respectively and the offer shall in each case limit the time within which the same, if not accepted, will be deemed to be declined, and may notify to the Members that any Member who desires to purchase a number of Shares in excess of his proportion should in his reply state how many excess Shares he desires to have and if all the Members do not claim their proportions the unclaimed shares shall be used for satisfying the claims in excess in proportion to the existing Shares held by the claimants respectively. If any Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors think fit.

(h) Whenever any Member of the Company (other than a Director) who is employed by the Company in any capacity is dismissed from such employment or ceases to

be employed by the Company, the Directors may at any time within twenty eight days after his dismissal or his ceasing to be employed resolve that such Member do retire from such membership and at the expiration of twenty-eight days from the passing of such resolution he shall (unless he has already served a transfer notice) be deemed to have served the Company with a transfer notice pursuant to Sub-Article (b) hereof, and to have specified therein the amount paid up on his Shares as the fair value. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

10. (a) The Directors may in their absolute discretion and without assigning any reason therefor, decline to register any transfer of shares other than a transfer made pursuant to Article 8 hereof. The Directors shall be obliged to register any transfer made pursuant to Article 8 hereof.

(b) The Directors shall not have any right to decline or suspend the registration of the legal personal representatives of a deceased Member as Members of the Company in respect of the Shares of the said deceased and Clause 30 in Table A shall be modified accordingly.

## PROCEEDINGS AT GENERAL MEETINGS

11. The following words shall be added to the end of Clause 52 in Table A "and fixing the remuneration of Directors".

12. The following words shall be added to the end of Clause 54 in Table A "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum".

13. It shall not be necessary to give any notice of an adjourned meeting and Clause 57 in Table A shall be construed accordingly.

14. A poll may be demanded by any Member present in person or by proxy and Clause 58 in Table A shall be modified accordingly.

15. A Member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that the Member is incapable by reason of mental disorder of managing and administering his property and affairs may vote, whether on a show of hands or on a poll, by the person so appointed and that person may appoint a proxy to vote on a poll on behalf of the Member.

## DIRECTORS

16. Unless and until otherwise determined by the Company in General Meeting the number of Directors

shall be not less than one. In the event of the minimum number of Directors fixed pursuant to the Articles of Association of the Company being one, a sole Director shall have authority to exercise all the powers and discretions vested in the Directors generally.

17. A Director need not hold any shares of the Company to qualify him as a Director.

18. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

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

20. 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 does 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 Table A shall be modified accordingly.

21. A Director present at any meeting of Directors or Committees of Directors need not sign his name in a book kept for that purpose and Clause 86 in Table A shall be modified accordingly.

22. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held a salaried office or place of profit with the Company or on his death to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

23. Paragraph (d) of Clause 88 in Table A shall be modified by deleting the words "becomes of unsound mind" and substituting therefor the words "in the reasonable opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director".

24. A Director shall not retire by rotation and Clauses 94, 96 and 97 in Table A shall be modified accordingly.

25. A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and the last sentence of Clause 95 in Table A shall be deleted.

26. Without prejudice to the provisions of Section 184 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The company may by Ordinary Resolution appoint another person in place of the Director so removed.

27. (a) Any Director may by writing under his hand appoint (1) any other Director, or (2) any other person who is approved by the board of Directors to be his alternate; and every such alternate shall subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the board of the Director appointing him, to attend and vote at Meetings of the Directors, and to exercise all the powers, right, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid 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, provided always that in the event of these Articles providing for the retirement by rotation, if any Director so retires but is re-elected at 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. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate and he shall count for himself and for each Director for whom he acts as alternate for the purpose of determining whether a quorum be present.

(b) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. 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 and the Director appointing him.

28. Any such resolution in writing as is referred to in Clause 106 in Table A may consist of several documents in the like form each signed by one or more of the Directors for the time being entitled to receive notice of a meeting of the Directors and Clause 106 in Table A shall be modified accordingly.



29. 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.

30. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the company including the office of Chairman or Deputy Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any Service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.

31. A Director holding such executive office as aforesaid for a fixed period shall not be entitled to resign as a Director of the Company and Clause 88 (e) in Table A shall be modified accordingly.

#### NOTICES

32. A notice or other document may be served by the Company upon any Member either personally or by sending

it to such Member at his registered address or at any other address in the United Kingdom which the Member shall have in writing given to the Company as his address for service.

33. A notice or other document may be served on the Company by delivering it to or by sending it to the Company at its registered office for the time being.

34. A notice or other document addressed to a Member at his registered address or address for service in the United Kingdom or to the Company at its registered office for the time being shall if served by post be deemed to have been served at the latest within twenty-four hours if prepaid as first class and within forty-eight hours if prepaid as second class after the same shall have been posted and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and put into a post office. Any such notice given by telex shall be deemed to have been served on the date of transmission provided that it is a business day and if not on the next following business day.

35. A notice or other document addressed to a Member at his registered address outside the United Kingdom shall if served by post be deemed to have been served at the latest within five days (if prepaid as airmail) after the same shall have been posted and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and

put into a post office. Any such notice given by telex shall be deemed to have been served on the date of transmission.

36. All notices or other documents directed to be given to the Members shall with respect to any share to which persons are jointly entitled be given to whichever of such persons is named first in the Register and any notice so given shall be sufficient notice to all the holders of such share.

37. Service of a notice or other document at the registered address or the address for service in the United Kingdom of any person whose name remains registered as the holder or joint holders of any share shall notwithstanding the death of such person and whether or not the Company have notice of his decease be deemed to be sufficient notice to his executors or administrators and to the survivor or survivors of the joint holders and to all other persons entitled to such share.

38. Notice of every general meeting and all notices and other communications relating to a General Meeting which a Member is entitled to receive shall be given in any manner hereinbefore authorised to:-

(a) every Member except those Members who (having no registered address in the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to him; and

(b) the Auditor for the time being of the Company.

#### INDEMNITY

39. Every Director or other officer of the Company shall be entitled to 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. This Article, however, shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act, 1948.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Mervyn James Ford  
The Bungalow,  
Shaws Lane,  
Hatton,  
Warwick,  
Sales Representative.

Ralph Edward William Oliver,  
1 Hayle Avenue,  
Woodloes Park,  
Warwick.  
Design Draughtsman.

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DATED the 4th day of March 1976

WITNESS to all the above Signatures

J M Labrum,  
Farmside,  
6 Moat Green  
Sherbourne,  
Warwick.

Elective Resolution

Company Name

Axis Plant Hire Limited

Company Number

01253354

At a General Meeting of Axis Plant Hire Limited held on 23rd July, 1992 at the Registered Office

IT WAS RESOLVED:

That the company be granted dispensation from laying accounts in General Meetings.

This Resolution was agreed unanimously.

Certified to be a true extract from the Minutes of a General Meeting of the Company held on the date aforesaid.

....*R. Oliver*..... Director

....*M. J. Zard*..... Secretary



Elective Resolution

Company Name                      Axis Plant Hire Limited

Company Number                01253354

At a General Meeting of Axis Plant Hire Limited held on 23rd July, 1992 at the Registered Office

IT WAS RESOLVED:

That the company be granted dispensation from holding the Annual General Meeting.

This Resolution was agreed unanimously.

Certified to be a true extract from the Minutes of a General Meeting of the Company held on the date aforesaid.

..... *R. Oliver* ..... Director

..... *M. J. Z...* ..... Secretary

