

ALLINGHAM & CO

SOLICITORS & ESTATE AGENTS

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF
LOCKHART (SKIP-HIRE) LIMITED

SC159166

1. The name of the Company is LOCKHART (SKIP-HIRE) LIMITED
2. The Registered Office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:--
 - (a) to promote, establish, develop and carry on any business dealing with the hire, sale or leasing of skips, or other machinery or vehicles, or the removal of rubbish by any means, and to do all things incidental or conducive to the promotion and carrying out of such business.

(b)/



MORNINGSIDE:	3 Millar Crescent, Edinburgh EH10 5HN	Tel:	031 447 9341	Fax:	031 447 7550
COLINTON:	15 and 34 Bridge Road, Edinburgh EH13 0LQ		031 447 9341		031 441 4517
BUCKSTONE:	4A Buckstone Terrace, Edinburgh EH10 6PZ		031 447 9341		031 445 5551
MARCHMONT:	134 Marchmont Road, Edinburgh EH9 1AQ		031 447 9341		031 452 9383

Authorised to conduct investment business under the Financial Services Act 1986 by The Law Society of Scotland.

V.A.T. Registration No. 397 9658 62

- (b) To carry on any other trade or business whatever which can, in the opinion of the Board of Directors, be advantageously carried on in connection with or ancillary to the business of the Company.
- (c) To purchase, lease or by any other means acquire any property whatever and any rights or privileges in respect of any property.
- (d) To acquire by any means the whole or any part of the business, goodwill or assets of any person, firm or company.
- (e) To construct, develop, let, mortgage, charge, sell, dispose of or otherwise deal with all or any part of the property (heritable or moveable) and rights of the Company.
- (f) To invest and deal with the monies of the Company in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (g) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers, agents and others, to enter into guarantees and contracts of indemnity of all kinds and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person in any manner.
- (h) To borrow or raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets, including its uncalled capital, and also by a mortgage, charge, standard security, lien or other 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.
- (i) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, warrants, debentures and other negotiable or transferable instruments.
- (j)/

- (j) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company so as directly or indirectly to benefit the Company or enhance the value of any part of its property.
- (k) To sell or otherwise dispose of the whole or any part of the business or property of the Company for such consideration as the Company may think fit and, in particular, for shares, debentures or securities of any company.
- (l) To act as agents or brokers and as trustees for any person, firm or company and to undertake and perform sub-contracts.
- (m) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (n) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (o) To give or award pensions, annuities and superannuation or other allowances or benefits for any persons who are or have been employed by the Company and to the relatives and dependants of such persons; and to establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and their 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 and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.
- (p) To distribute among the members of the Company in kind any property of the Company of whatever nature.
- (q) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

The subjects set forth in each sub-clause of the Clause shall not be restrictively construed, but the widest interpretation shall be given thereto.

- 4 The liability of the members is limited.

- 5 The share capital of the company is ONE THOUSAND POUNDS STERLING,
divided into 1,000 shares of ONE POUND each.

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THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LOCKHART (SKIP-HIRE) LIMITED

PRELIMINARY

1. The Regulations contained in Table A in the Schedule of Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company except insofar as they are excluded or varied hereby; and such Regulations and the Articles hereinafter contained shall be the regulations of the Company.

ALLOTMENT OF SHARES

2. The Directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 (such Act being hereinafter called "the Act") to allot shares at any time or times during the period of 5 years from the date of incorporation. Section 89 (1) of the Act shall not apply to the Company.

DIRECTORS

3. The Directors shall not be required to retire by rotation and accordingly:
 - (a) Clauses 73, 74, 75, 77, 78 and 80 in Table A shall not apply to the Company:
 - (b) Clause 79 in Table A shall be ended at the words "annual general meeting" and the succeeding words shall not apply to the Company:
 - (c) The last sentence of Clause 84 in Table A shall not apply to the Company.

4./

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4. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they may think fit and to grant any mortgage, charge or Standard Security over its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
5. A Director may vote as a Director in regard to any contract or matter in which he has an interest and he shall be included in the calculation of the quorum when any such contract or matter is under consideration.

TRANSFER OF SHARES

6. Clause 25 of the Table A shall not apply to the Company. If the Directors refuse to register a transfer of a share, they shall, within 28 days after the date on which the transfer was lodged with the Company, send to the transferor and the transferee notice of the refusal, failing which they shall be bound to register the transfer.
7. (a) Any person (hereinafter called "the transferor") proposing to transfer any shares of the Company shall give written notice ("the transfer notice") to the Company that he intends to transfer the same and specifying the number and description of the shares which he intends to transfer ("the Transfer Shares") and the price per share which he considers to be the value thereof. The transfer notice shall constitute the Company the transferor for the sale of the Transfer Shares to any member or member willing to purchase the same (each such member being hereinafter called a "purchasing member") at the price specified in the transfer notice. A transfer notice shall not be revocable except with the consent of the Directors.

(b)/

- (b) The Transfer Shares shall be offered to the members (other than the transferor) in proportion (as near as may be) to the number of shares held by them respectively. Such offer shall be made by written notice ("the offer notice") within 7 days the receipt by the Company of the transfer notice. The offer notice shall state the number and description of the shares offered for sale and the price per share specified in the transfer notice and shall state that the offer may only be accepted by the date ("the Acceptance Date") 28 days after the date of the offer notice. For the purposes of this Article, an offer shall be deemed to be accepted on the day on which the written acceptance is received by the Company.
- (c) In the event that any of the members shall not accept the offer contained in the offer notice or shall accept the offer only in respect of some of the shares offered for sale, then the Company shall offer to sell such of the Transfer Shares as it shall not have received acceptances for by the Acceptance Date to such of the purchasing members as have accepted in full the shares offered to them, in the same manner and on the same terms as specified in paragraph (b) above. The further offers to sell shall be sent to the purchasing members within 7 days of the Acceptance Date.
- (d) The Company shall, not later than 7 days after the last day on which acceptances of the said further offer are to be received by the Company, give notice in writing ("the sale notice") to the transferor specifying the purchasing members and the number of shares purchased by each and the transferor shall be bound, upon payment of the price due in respect of all of the the shares purchased by the members, to transfer such shares to the purchasing members.
- (e) In the transferor defaults in transferring any shares as aforesaid, the Company may receive the purchase money on his behalf and may authorise some person to execute a transfer of such shares in favour of the purchasing member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member.
- (f)/

- 4 The liability of the members is limited.
- 5 The share capital of the Company is ONE THOUSAND POUNDS STERLING divided into 1,000 shares of ONE POUND each.