

29/06

ARTICLES OF ASSOCIATION

OF

GWECO 170 Limited

(to be renamed "Belzona Technosol Limited")

Incorporated 21 February 2002

Incorporated under the Companies Act 1985 as a private company limited by shares
(These articles of association were adopted by special resolution dated 14 June 2002)



Gordons Cranswick
Solicitors
Leeds, Bradford, Keighley
(Ref: MJC/BEL61/1)

Company No. 4378958

THE COMPANIES ACTS 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
GWECO 170 Limited
(to be renamed "Belzona Technosol Limited")

PRELIMINARY

1. (a) Subject as hereinafter provided the Regulations contained in Table A in the Schedule to the companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

2. (a) The Directors shall have full control of shares which are comprised in the authorised share capital with which the Company is incorporated and may allot relevant securities (as defined in Section 80(2) of the Act) as authorised from time to time by the Company and during the period of five years commencing with the date of incorporation. The Directors shall have authority to allot relevant securities to such persons and for such consideration and upon such terms and conditions as they may determine provided that the nominal value of the relevant securities allotted shall not exceed the authorised but unissued share capital of the Company for the time being and after the period of five years commencing with the date of incorporation of the Company the Directors may allot any relevant securities in pursuance of an offer or agreement so to do made by the Company within that period. The Authority hereby given may at any time be renewed, revoked or varied by Ordinary Resolution of the Company.

(b) All shares which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any

shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Sections 80, 80A and 379A of the Act.

(c) In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

SHARES

3. The lien conferred by Regulation 8 in Table A shall attach to all shares whether fully paid or not and to all shares standing 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. Regulation 8 in Table A shall be modified accordingly.

GENERAL MEETINGS AND RESOLUTIONS

4. Regulation 41 of Table A shall not apply. If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

APPOINTMENT OF DIRECTORS

5. (a) Regulation 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Regulation 89 in Table A shall be modified accordingly.

(c) No Director shall be liable to retire by rotation and Regulations 73 to 77 (inclusive) and Regulation 80 in Table A shall not apply to the Company. In Regulation 78 the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted.

BORROWING POWERS

6. The Directors may exercise all the powers of the Company to borrow money whether in excess of the nominal amount of the share capital of the Company for the time being issued and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80, 80A and 379A of the Act to grant any mortgage, charge or 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.

ALTERNATE DIRECTORS

7. An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS

8. A Director shall be required to vacate his office if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 in Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

9. (a) At any meeting of the Directors or of any committee of the Directors subject to disclosing his interest therein a Director may vote on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has directly or indirectly any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the Meeting. Regulations 94 to 98 inclusive of Table A shall be construed accordingly.

(b) Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or other means of telephone radio or televisual communication whereby all the persons participating in the meeting can hear each other and any Director or member of a committee participating in such a meeting will be deemed to be present in person at such meeting.

INDEMNITY

10. Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company or the proceeds of any insurance policy effected by the Company for such purpose against all costs charges losses expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

SHARE CERTIFICATES

11. In the second sentence of Regulation 6 of Table A the words "shall be sealed with the seal and" shall be deleted. Each share certificate shall only be issued by authority of the directors, or of a committee of the directors authorised by the directors, and shall bear the signature of one director and the company secretary or a second director.

COMPANY SEAL

12. Regulation 101 of Table A shall not apply to the Company. The Company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, and the Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and the secretary or a second director.

TRANSFER OF SHARES

13. Except in relation to a transfer of shares in accordance with Article 15 below where the Directors shall be bound to register the same, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, whether or not it is a fully paid share, and the first sentence of Regulation 24 in Table A shall not apply to the Company.

14. Neither the legal nor the beneficial interest in the Ordinary Shares of £1 each in the capital of the Company held by Mark Lewis, his personal representative or any third party to whom such shares are transferred pursuant to this Article, shall be transferred without the written consent of Belzona International Limited ("Belzona")(Company No. 00532158).

15.1 In the event that Mark Lewis should cease to be an employee of the Company for whatever reason (including but not limited to his resignation, dismissal, incapacity, death or bankruptcy - "the Trigger Event"), Belzona shall for a period of 3 months following such Trigger Event (or for such further period as the parties may agree)("the Option Period") have the option ("the Call Option") to purchase all (but not some) of the equity share capital in the Company held by Mark Lewis (which name shall, for the purpose of the remainder of this Article include any duly appointed personal representative of Mark Lewis)("the Sale Shares") and Mark Lewis shall during the Option Period have the option ("the Put Option") to require Belzona to purchase all (but not some) of the Sale Shares, for a consideration ("the Sale Price") to be determined in accordance with the remainder of this Article.

15.2 In the event that Belzona wishes to purchase the Sale Shares, or Mark Lewis wishes to require Belzona to purchase the Sale Shares, either Belzona or Mark Lewis shall, on or before the expiry of the Option Period, serve written notice ("the Exercise Notice") on the other stating that they wish to purchase or sell (as the case may be) the Sale Shares. Upon which event, the party receiving the notice shall be deemed to have served (simultaneously) an Exercise Notice on the other party. The Exercise Notices may only be cancelled with the written consent of both parties. Provided the Exercise Notices are served on or before the expiry of the Option Period, the Option Period shall be extended automatically for such period of time as is necessary to comply with the remainder of this Article.

15.3 Upon service of the Exercise Notices, the parties shall use their reasonable endeavours to agree the Sale Price for the Sale Shares which if achieved shall be recorded in writing and signed by both parties ("the Record of Agreement"). Failing any such agreement within 21 days of the Exercise Notices being served ("the Negotiation Period"), the Sale Price shall be determined by the auditors of the Company for the time being ("the Valuer").

15.4 The Company shall, at the request of either Belzona or Mark Lewis, and as soon as reasonably practicable following the Negotiation Period, instruct the Valuer to deliver within 21 days to each of the Company, Belzona and Mark Lewis a written opinion certifying the Sale Price for the Sale Shares ("the Valuation Report").

15.5 Belzona and Mark Lewis shall be entitled to make submissions to the Valuer and the directors shall provide the Valuer with such information, documents and assistance as the Valuer shall reasonably request to make his decision.

15.6 The Valuer shall act as expert and not as arbitrator and his written opinion on the matters referred to him shall, in the absence of manifest error, be final. The cost of the Valuer shall be borne by the Company.

15.7 The Sale Price of the Sale Shares shall be the relevant proportion of the fair market value of the entire issued share capital of the Company as assessed by the Valuer based on the following assumptions:

15.7.1 that the sale and purchase is on an arms length basis between a willing seller and a willing buyer taking place on the date of the issue of the Valuer's opinion;

15.7.2 that no account shall be taken of whether the Sale Shares constitute a minority or majority holding;

15.7.3 that the Company is being sold as a going concern; and

15.7.4 that the Sale Shares shall be deemed to be sold free of all restrictions, liens, charges and other restrictions.

15.8 The parties shall be bound to sell and purchase the Sale Shares and completion of the same shall take place at the registered office of the Company within 21 days of the date of delivery of the Valuation Report or of the Record of Agreement being signed by both parties (as the case may be). At completion, Mark Lewis shall execute and deliver to Belzona a stock transfer form transferring the Sale Shares to Belzona together with the share certificate relating to the Sale Shares. Upon receipt of which by Belzona, the purchase monies for the Sale Shares shall be paid by Belzona to Mark Lewis by way of banker's draft or bank transfer.

15.9 If Mark Lewis fails to transfer the Sale Shares as provided for in Article 15.8, the Company may appoint any director to make a transfer on his behalf and may receive and hold the purchase money on trust for Mark Lewis without interest against delivery of the certificate for such shares. The receipt of the Company shall be a good discharge for the purchaser, who shall be registered as the holder of the share so transferred to it, and its title shall not be affected by any irregularity in the proceedings.