

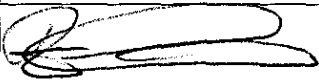

Cocoon Environmental Safety Limited (the "Company")

Registered Number SC2733814

Written Resolution

We, the undersigned, being all the members of the Company who at the date of this resolution would be entitled to receive notice of, and to attend and vote at, general meetings of the Company in accordance with its Articles of Association, hereby pass the following resolutions of the Company as a Written Resolution in terms of s.381A of the Companies Act 1985:

"That the Company adopt new Articles of Association in place of its existing Articles of Association in the form of the print attached hereto."

Name	Signature and Date
Edward John Martin 83 Essex Drive Glasgow G14 9LX	 30/12/04
Peter Gavin Stewart 100 Loch Road Kirkintilloch Glasgow G66 3EA	 30/12/04.



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

COCOON ENVIRONMENTAL SAFETY LIMITED

(Adopted by Special Resolution passed on 30 Dec '04)

PRELIMINARY

1. 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 (which Table is hereinafter referred to as "Table A") shall, save in so far as they are excluded by or are inconsistent with the following provisions, apply to the Company.

- 2.1 Regulations 24, 64, 73, 74, 75, 79, 80, 89, 94, 95 and 96 of Table A shall not apply to the Company.

- 2.2 The following Regulations of Table A shall be modified:-

Regulation 6 by the deletion of the words "sealed with the seal" and the substitution of the words "executed in terms of section 36B of the Act";

Regulation 32 by the addition to the paragraph (b) of the words "but so that any such consolidation and/or division shall not result in any member becoming entitled to fractions of a share";

Regulation 40 by the addition at the end of the second sentence of the words "provided that if the Company shall have only one member, one member present in person or by proxy shall be a quorum";

Regulation 42 so that the words "the directors present" shall be held to be deleted and the words "the persons present, each being a member or a proxy for a member or a duly authorised representative of a corporate member of the Company" shall be inserted in lieu thereof;

Regulation 50 so that the word "not" shall be held to be inserted between the words "shall" and "be";

Regulation 66 so that the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)" shall be inserted after the words "shall be" in the first line of such Regulation;

Regulation 67 by the deletion of the words from "but" until the end;

Regulation 76 by the deletion of the words "other than a director retiring by rotation", "or reappointed" and "or reappointment" each time they appear;

Regulation 77 so that the words "(other than a director retiring by rotation at the meeting)" shall be held to be deleted, the words "or reappointment" shall be held to

(2)

be deleted both times they appear and the words "or reappointed" shall be held to be deleted;

Regulation 78 by the deletion of the words "and may also determine the rotation in which any additional directors are to retire";

Regulation 82 so that the words "by way of Directors' fees" shall be inserted between the words "remuneration" and "as";

Regulation 84 so that the words "Unless the contrary shall be provided in the terms of his appointment" shall be added to the beginning of the third sentence thereof;

Regulation 88 so that in the penultimate sentence of that regulation the word "not" shall be held to be inserted between the words "shall" and "have" shall be inserted in lieu thereof;

Regulation 115 so that the figure "48" shall be held to be deleted and the figure "24" inserted in lieu thereof.

Unless otherwise required by the context of the Articles and Table A, in so far as not excluded and as modified in terms of this Article, words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

3. For the purpose of these Articles:-

- (i) "the Act" means the Companies Act 1985 and any modification or re-enactment thereof;
- (ii) "the Bank" means the Company's bank from time to time;
- (iii) "Controlling Interest" means an interest (within the meaning of Schedule 13 Part 1 and Section 324 of the Act) in shares in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that Company;
- (iv) "equity share capital" has the meaning ascribed to it by Section 744 of the Act;
- (v) "Good Leaver" means a member who ceases to be a Director or employee of the Company where such cessation occurs for one of the following reasons:-
  - (a) bona fide illness rendering the member unable to attend the Company's business for a period greater than six months or permanent disablement;
  - (b) retirement at normal retirement age;
  - (c) through the Company breaching the terms of the contract of the member with the Company;
- (vi) "Original Shareholders" means the Shareholders of the Company as at the date of adoption of these Articles;

(3)

- (vii) "subsidiary" and "holding company" have the meanings ascribed to them respectively by Section 736 of the Act.

#### PRIVATE COMPANY

4. The Company is a private company as defined by Section 1 of the Act and accordingly no invitation shall be made to the public to subscribe for any shares or debentures of the Company.

#### SHARE CAPITAL

- 5.1 The authorised share capital of the Company at the date of the adoption of these Articles is £1,000 divided into 1,000 Ordinary Shares of £1 each (in these Articles referred to as "Ordinary Shares").
- 5.2 The special rights and restrictions attached to and imposed on Ordinary Shares are:-

A. Dividends

In respect of each financial year of the Company, the profits available shall be applied in paying to the holders of the Ordinary Shares as a class such dividend on each Ordinary Share as the Board in its sole discretion considers appropriate.

B. Return of Capital

On a return of assets on liquidation or capital reduction or otherwise the assets of the Company remaining after the payment of its liabilities shall be distributed among the holders of Ordinary Shares as if the same constituted one class of share in proportion to the subscription price paid for the Ordinary Shares held by the holders thereof respectively.

C. Voting

One vote per Ordinary Share.

#### ALLOTMENT OF SHARES

6. Section 89(1) of the Act shall not apply to any allotment of shares in the Company.
7. Sections 90(1) to (6) of the Act shall not apply to any allotment of shares in the Company.
8. Subject to the provisions of the Act and the Articles, the Directors may issue shares which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder.
9. The Directors may from time to time (subject to any terms upon which any shares may have been issued) make calls on such terms as they may think fit upon the members in respect of all or any moneys unpaid on their shares and each member shall be liable to pay the calls so made and any money payable on any share under the terms of allotment thereof to the persons and at the times and places appointed by the Directors. A call may be required to be paid by instalments. A call may be

revoked in whole or in part or its payment postponed in whole or in part by the Directors. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.

10. Except with the consent in writing of a majority of the holders of issued Ordinary Shares all shares in the equity share capital of the Company which are to be issued shall, before issue, be offered by the Directors in the first instance to all holders at the relevant time of equity share capital and that in each case in proportion as nearly as may be to the aggregate amounts paid up or credited as paid up on such shares held by such members respectively. Every such offer shall be in writing, shall state the number of the shares to be issued and shall be subject to the conditions, which shall be incorporated in such offer, (a) that any acceptance thereof (which may be as regards all or any of the shares offered) shall be in writing and be delivered at the office within a period of fourteen days from the date of service of the said offer, (b) that if the aggregate number of shares accepted exceeds the number of shares included in such offer the members accepting shall be entitled to receive and bound to accept an allocation of either the number of shares accepted by them respectively or a proportionate number of the shares offered according to the amounts paid up or credited as paid up on the shares carrying the right to such offer as aforesaid then held by them respectively, whichever number be less, and (c) that any members to whom such offer shall have been made and whose requirements shall not have been fully met by such allocation shall further be entitled to receive and bound to accept an allocation among them of any surplus shares in proportion as nearly as may be to the number of shares accepted by them respectively in excess of the number of shares to which they may respectively be entitled on the first allocation thereof as aforesaid. In so far as any such offer shall not be accepted, the Directors may within three months after the date of the offer thereof in terms of this Article dispose of such shares to such person or persons as they may think fit but only upon terms no less favourable than as were specified in such offer.

#### TRANSFER OF SHARES

11. Except only with the consent in writing of a majority of the holders of the issued Ordinary Shares in the capital of the Company, no share in the capital of the Company, nor any interest therein shall be transferred otherwise than in accordance with Articles 12, 13 and 14.
12. (A) Every holder of Ordinary Shares in the Company who wishes at any time to transfer their Ordinary Shares or any interest therein or any of them (hereinafter referred to as a "Transferor") shall notify the Directors of the Company in writing of their wish so to do. Such notification (hereinafter called the "transfer notice") shall constitute the Directors their agents for the sale of such Ordinary Shares (hereinafter called "the Shares") at the fair value (as hereinafter defined). Any transfer of Shares not preceded by a transfer notice as above provided shall, when presented to the Company for registration, have the effect only of a transfer notice in regard to the Shares comprised therein and shall have no other effect in a question with the Company.
- (B) For the purposes of this Article, the fair value for Ordinary Shares shall be such price as may be agreed between the Transferor and the Directors within one month of such genuine or deemed service of a transfer notice or, failing

(5)

such agreement, as may be determined by the Auditors for the time being of the Company (or at the discretion of the Auditors by a Chartered Accountant, experienced in the valuation of shares in private companies, to be nominated by the President for the time being of the Institute of Chartered Accountants of Scotland) to be in their or his opinion (acting as an expert and not as an arbiter) the fair value of the Ordinary Shares having regard to the fair value of the business of the Company as a going concern and as between a willing vendor and a willing purchaser. Without restricting the discretion of the Auditors or said Chartered Accountant to determine the fair value of the Ordinary Shares, they shall calculate the fair value of the Ordinary Shares on the following basis namely:-

- (i) by determining the sum which a willing purchaser would offer to a willing vendor for the whole of the issued equity share capital of the Company; and
- (ii) by dividing the resultant figure by the number of Ordinary Shares in issue, and multiplying the result by the number of Ordinary Shares represented by the transfer notice so that there shall be no addition or subtraction of any premium or discount arising in relation to the relevant size of the holding the subject of the transfer notice or any restrictions on the transferability of the Ordinary Shares.

The certificate of the Auditors or said Chartered Accountant as to such value shall be final and binding on all concerned. The fees and expenses of the Auditors or said Chartered Accountant in respect of such determination shall be borne by the Company or if the Transferor gives a counter-notice pursuant to paragraph (D) of this Article, such fees and expenses shall be borne by the Transferor.

- (C) Upon the fair value being so agreed as aforesaid or on the price having been certified as aforesaid, the Directors shall forthwith give details of the number and price (being the fair value) of the Shares on offer to firstly the Company and then to all the then holders of Ordinary Shares in the capital of the Company (other than the Transferor) who shall be entitled in that order to purchase the Shares. If the Company shall decline to purchase the Shares, in case there shall then be more than one member willing to purchase the Shares (hereinafter called a "purchasing member") the Shares shall be divided among such purchasing members in the proportion as nearly as possible to the number of Ordinary Shares already held by them respectively provided, however, that no purchasing member shall be entitled to take a greater number of the Shares than he shall have offered to purchase and that any of the Shares which cannot be so divided without creating fractions shall be apportioned by the Directors among the purchasing members as they shall think proper.
- (D) If the Directors shall pursuant to the provisions of paragraph (C) of this Article either confirm that the Company wishes to purchase the Shares or shall find a member or members who is or are willing to purchase all or any of the Shares, or if they shall have been unable within three months after the date of the offer of the Shares pursuant to paragraph (C) of this Article to find any such member or other person, they shall give notice thereof to the Transferor. If the Directors shall have found a person willing to purchase

some but not all of the Shares, the Transferor may within 21 days of the receipt of such notice from the Directors give a counter-notice in writing to the Directors withdrawing the transfer notice, but if the Directors either confirm that the Company wishes to purchase the Shares or shall have found a person willing to purchase all the Shares, or if no such counter-notice shall have been given by the Transferor within the aforesaid period, the Transferor shall be bound on payment of the price thereof to transfer the Shares (or such of the same for which the Directors shall have found a purchaser or purchasers) to such person or persons.

- (E) If the Transferor makes default in so transferring the Shares as aforesaid the Directors shall (if so required by the person or persons willing to purchase such Shares under the foregoing provisions) receive and give a good discharge for the purchase money on behalf of the Transferor, and shall authorise some person to execute transfers of the Shares in favour of the purchaser and shall enter the name of the purchaser in the Register of Members as the holder of such of the Shares as shall have been transferred to him as aforesaid.
- (F) If the Transferor shall not have given to the Directors any notice pursuant to paragraph (D) hereof operating to withdraw the transfer notice and the Directors shall not pursuant to paragraph (C) hereof find a purchaser for all the Shares, the Transferor shall be at liberty at any time within six months after the date of the offer of such Shares pursuant to paragraph (C) to sell and transfer all or any of the Shares not so sold as aforesaid to any person at any price not being less than the fair value.
- (G) For the purpose of ensuring that a transfer of Shares is duly authorised hereunder, or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may require any member or the legal personal representatives of a deceased member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a transfer notice ought to be given in respect of any Shares. If the Directors do so require and the transfer notice is not duly given within one month from the date of its being so required such notice shall be deemed to have been given at the expiration of the said period and the provisions of these Articles shall take effect accordingly.

13. In the event of (i) the death of any member of the Company or (ii) the bankruptcy or insolvency of any member or (iii) any member of the Company ceasing for any reason to be an employee of the Company (or any subsidiary or holding company of the Company) other than where the member is also a Good Leaver (each of the foregoing being hereinafter referred to in this Article 13 as "Relevant Event" and the terms "a member" and "such member" for the purposes of this Article being hereinafter deemed to include the executors, administrators, trustees or trustee in bankruptcy of such member, and the beneficial owner of Shares in respect of which

some other person is the registered holder as the case may be) the Directors shall be entitled at any time within a period of twelve months from the Relevant Event by notice in writing to require such member to give a transfer notice in terms of Article 12 hereof as regards all or any of the shares in the capital of the Company held by such member (save that there shall be no entitlement to withdraw such transfer notice), the terms of Article 12 mutatis mutandis applying to such transfer notice, and in the event of such transfer notice not being received by the Company within the period of 14 days after such notice given by the Directors, the Directors shall be entitled to proceed as if such transfer notice had actually been received by them on the last of such 14 days. For the purpose of ensuring that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may from time to time require any such member to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose.

### GENERAL MEETINGS AND RESOLUTIONS

14. (a) A Resolution put to the vote of a General Meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded. A poll may be demanded by the Chairman or by any person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporate member of the Company.
- (b) In Regulation 53 of Table A, the words "who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present" shall not apply to the Company.

### DIRECTORS

- 15.1 Unless and until otherwise determined by all the shareholders of the Company, the number of Directors of the Company shall not be subject to any maximum. The quorum for the transaction of the business of the Directors shall be two. A person who holds office only as an alternate Director shall, if his appointor is not present, be assumed in the quorum.
- 15.2 In all proceedings of the Board, questions arising at a meeting shall be decided by a majority of votes.
16. A Director shall not be required to hold any share in the share capital of the Company by way of qualification.
17. The Directors shall not be subject to retirement by rotation.
- 18.1 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:-
  - 18.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
  - 18.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body



(8)

corporate promoted by the Company or in which the Company is in any way interested;

18.1.3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;

18.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

18.1.5 shall be entitled to vote and be counted in the quorum on any matter concerning the foregoing paragraphs of this Article.

18.2 For the purposes of this Article:-

18.2.1 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that a Director has an interest in any such transaction of the nature and extent so specified;

18.2.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

18.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these articles were adopted) connected with a Director shall be treated as an interest of the Director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

19. A Director may participate in a meeting of the Board or of a committee of the Board by means of conference telephone or similar communication equipment whereby all the Directors participating in the meeting can hear each other and the Directors participating in this manner shall be deemed to be present in person at such meeting.

#### BORROWING POWERS

20. Subject as hereinafter provided, the Directors of the Company may exercise all the powers of the Company (whether express or implied):-

- (a) of borrowing or securing the payment of money;
- (b) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts;
- (c) of mortgaging or charging the property, assets and uncalled capital of the Company whether outright or as security for any debt, liability or obligation of