

Company No 2638410

THE COMPANIES ACT 1985 TO 2006

A PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS IN WRITING

STRUCTURAL GLAZING LIMITED  
Company Registration Number 2638410  
(the "Company")

THURSDAY



July 17<sup>th</sup> 2008

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Members of the Company propose that the resolutions below are passed as special resolutions (**Resolutions**)

SPECIAL RESOLUTIONS

- 1 That paragraph 5 of the Memorandum of Association be deleted and replaced with  
  
"5 The Company's share capital is £133 divided into 100 ordinary shares of £1 each and 33 "A" ordinary shares of £1 each "
- 2 That new articles of association of the Company will be adopted to provide (inter alia) for an EMI options scheme and subsequently to grant EMI share options in favour of Mark Banks. A copy of the new articles of association is attached and initialled by the members of the Company

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, the persons entitled to vote on the above resolutions on hereby irrevocably agree to the Resolutions

Signed by JOHN WILLIAM RICHARDSON

Date

*John Richardson*  
17/7/08

Signed by PATRICIA LILIAN RICHARDSON

Date

*P Richardson*  
17/7/08

Signed by CAROLINE RICHARDSON

Date

CRichardson  
17/7/08

Signed by ANDREW RICHARDSON

Date

ARichardson  
17/7/08

## NOTES

1 You can choose to agree to the all of the Resolutions or none of them but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to Structural Glazing Limited, SG House, Stafford Park 16, Telford, Shropshire, TF3 3BS
- **Post** returning the signed copy by post to Structural Glazing Limited, SG House, Stafford Park 16, Telford, Shropshire, TF3 3BS

If you do not agree to all of the resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement

3 Unless, by *August 13<sup>th</sup> 2008*, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date



COMPANY NO 2638410

THE COMPANIES ACTS 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION OF

## Structural Glazing Limited

(adopted by a Special Resolution dated *July 17<sup>th</sup>*, 2008)

### 1 PRELIMINARY

1 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052), The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007 No 2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007 No 2826) so far as it relates to private companies limited by shares (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 or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company

1 2 In these Articles the expression "the Act" means the Companies Act 1985 and "the 2006 Act" means the Companies Act 2006, but so that any reference in these Articles to any provision of the Act or the 2006 Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

1 3 In these Articles -

"A" Share" means an "A" ordinary share of £1 in the capital of the Company

"Associate" means, in relation to a member, an associated company of the member as defined in section 416 of the Income and Corporation Taxes Act 1988

### 2 SHARE CAPITAL

2 1 At the date of adoption of these Articles the authorised share capital of the Company is £133 divided into 100 Ordinary Shares of £1 each and 33 "A" Shares of £1 each

2 2 All the Ordinary Shares and "A" Shares for the time being in issue shall constitute separate classes of shares respectively for the purposes of these Articles and the Act, but, except as otherwise provided by these Articles, the Ordinary Shares and "A" Shares shall rank *pari passu* in all respects

- 2 3 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 amongst the holders of the Ordinary Shares and "A" Shares (pari passu as if the same constituted one class of share)
- 2 4 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of 75% of the issued shares of that class
- 2 5 Without prejudice to the generality of Article 2 4, the rights conferred upon the holders of the Ordinary Shares and the "A" Shares shall be deemed to be varied by -
  - 2 5 1 the reduction of the capital paid up on any of those shares,
  - 2 5 2 the creation or issue of further shares ranking in priority to them for the payment of a dividend or of capital, or
  - 2 5 3 any amendment to the memorandum of association or these Articles
- 3 Subject to the provisions of these Articles and the Act, the directors shall have authority to allot, grant options over, offer or otherwise deal with or dispose of any unissued shares (whether forming part of the original or any increased share capital) on such terms and conditions as the Company may by ordinary resolution determine
- 4 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the Company before the issue of the shares may by special resolution determine
- 5 ALLOTMENT OF SHARES
  - 5 1 Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the directors who may (subject to section 80 of the Act and to Article 5 4 below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit but at all times without prejudice to any option to purchase to which the "A" Shares may be subject
  - 5 2 All shares which are not comprised in the authorised share capital with which the Company is incorporated and 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 in general meeting 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 14 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 Article 5 2 shall have effect subject to section 80 of the Act
  - 5 3 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

- 5 4 The directors are generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority 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 (subject to the said section 80) be renewed, revoked or varied by ordinary resolution

## 6 SHARES

- 6 1 The lien conferred by regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted to 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, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly

- 6 2 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

## 7 PERMITTED TRANSFERS

- 7 1 A member may at any time transfer any of its shares (the "Relevant Shares") to an Associate of the member. The Associate may at any time transfer all of the Relevant Shares to the member or another Associate of the member. Article 8 shall not apply to the transfer of any Relevant Shares pursuant to this Article 7 1

- 7 2 If Relevant Shares have been transferred under Article 7 1 (whether directly or by a series of transfers) by a member (the "Transferor", which expression shall not include a second or subsequent transferor in a series of transfers) to its Associate (the "Transferee") and subsequently the Transferee ceases to be an Associate of the Transferor then the Transferee shall forthwith transfer the Relevant Shares to the Transferor or at the Transferor's option to an Associate of the Transferor. If the Transferee fails to transfer the Relevant Shares within twenty-eight days of the Transferee ceasing to be an Associate of the Transferor then the Transferee shall be deemed to have served a Transfer Notice in respect of the Relevant Shares and the provisions of Article 8 shall apply accordingly. The Transfer Notice shall not be withdrawn in any circumstances

- 7 3 The directors may require the holder of the Relevant Shares or the person named as transferee in any transfer lodged for registration to furnish the directors with such information as the directors may reasonably consider necessary for the purpose of ensuring that a transfer of shares is permitted under Article 7 1. If the information is not provided within twenty-eight days of the request the directors may refuse to register the transfer of the Relevant Shares

- 7 4 If a member (being an individual) becomes bankrupt or (being a corporation) enters into liquidation, a Transfer Notice shall be deemed to have been given in respect of the entire holdings of shares of such member and of any Associates of such member and the provisions of Article 8 shall apply accordingly. The Transfer Notice shall not be withdrawn in any circumstances

## 8 TRANSFERS

- 8 1 Except as otherwise provided in these Articles, before a member (the "Seller") transfers or disposes of any share or any interest in any share the Seller shall give notice in writing (the "Transfer Notice") to the Company of its desire to do so

- 8 2 The Transfer Notice -

- 8 2 1 shall specify the number and class of shares desired to be transferred or disposed of ("Offered Shares"),
- 8 2 2 shall constitute the Company by its directors as the Seller's agent to offer and sell the Offered Shares at the Sale Price as determined in accordance with Article 8 3 and (if applicable) Article 8 4, and
- 8 2 3 shall not be withdrawn except as provided in Article 8 5
- 8 3 The Sale Price shall be the price agreed between the Seller and the directors, provided that if the Seller and the directors are unable to agree within 28 days of the Transfer Notice being given, the Sale Price will instead be the price which is determined by the auditors of the Company as the fair value of each Offered Share (the "Fair Value") Subject to Article 8 5, the costs of the auditors in determining the Fair Value shall be borne by the Seller
- 8 4 In determining the Fair Value, the auditors shall -
  - 8 4 1 be considered to be acting as experts and not as arbitrators, and
  - 8 4 2 value the Offered Shares using the following principles -
    - 8 4 2 1 valuing the Offered Shares as on an arm's length sale between a willing vendor and a willing purchaser,
    - 8 4 2 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
    - 8 4 2 3 the Offered Shares are capable of being transferred without restriction,
    - 8 4 2 4 no reduced or additional value is attached to any holding of shares by virtue only of the holding comprising or after purchase conferring a majority or minority of the total issued share capital, and
    - 8 4 2 5 the application in all other respects of principles and practices consistent with those customarily applied in the previous audited accounts of the Company
- 8 5 After receiving the auditors' determination of the Fair Value in writing, the Company shall deliver a copy of the auditors' determination to the Seller Within seven days after delivery of the auditor's determination, the Seller may withdraw the Transfer Notice and cancel the Company's authority to sell the Offered Shares by delivering to the Company a written undertaking to pay the cost of obtaining the auditors' determination and written notice of withdrawal The Seller may not otherwise withdraw the Transfer Notice or cancel the Company's authority to sell the Offered Shares except with the written consent of the directors
- 8 6 If the Seller has not withdrawn the Transfer Notice pursuant to Article 8 5, within fourteen days after delivery of the auditors' determination the Company shall offer the Offered Shares for sale at the Sale Price in accordance with the following provisions of this Article
- 8 7 The Offered Shares shall first be offered for sale by the Company as follows -
  - 8 7 1 in the case of Ordinary Shares to all holders of Ordinary Shares (other than the Seller) pro rata as nearly as may be to the respective numbers of Ordinary Shares held by such members, and

8 7 2 in the case of "A" Shares to all holders of "A" Shares (other than the Seller) pro rata as nearly as may be to the respective numbers of "A" Shares held by such members

Any offer made by the Company under this Article 8 7 will invite the relevant members to state in writing the maximum number of the shares offered to them that they wish to purchase and will remain open for 21 days (the "First Offer Period")

- 8 8 If at the end of the First Offer Period there are any Offered Shares which have not been allocated, the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them. This offer will invite the relevant members to state in writing the maximum number of shares they wish to purchase. If there are insufficient Offered Shares to meet the demand then the directors will allocate the Offered Shares pro rata as nearly as may be in proportion to the number of Ordinary Shares or "A" Shares held or deemed to be held by the relevant members. This further offer will remain open for a further period of 21 days (the "Second Offer Period")
- 8 9 If at the end of the Second Offer Period there are any Offered Shares which have not been allocated, the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered pro rata as nearly as may be to the respective numbers of Ordinary Shares or 'A' Shares then held by such members which offer shall remain open for a third period of 21 days. Thereafter the Company shall continue to make offers on the same terms while any member continues to state in writing his willingness to purchase all shares offered to him
- 8 10 If the Company finds a purchaser for all or any of the Offered Shares under the terms of this Article 8, the Seller shall be bound upon receipt of the Sale Price to transfer the Offered Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Seller defaults in transferring Offered Shares, the Company shall if so required by the person or persons willing to purchase such Offered Shares receive and give a good discharge for the purchase money on behalf of the Seller and shall authorise some person to execute transfers of the Offered Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holders of such of the Offered Shares as shall have been transferred to them as aforesaid
- 8 11 If the Company does not find purchasers for all the Offered Shares under the terms of this Article, the Seller shall at any time within six months after the final offer by the Company to its members be free, subject to the following provisions of this Article, to sell and transfer such of the Offered Shares as have not been sold (the "Residual Shares") to any person at a price which is no less than the Sale Price
- 8 12 The Seller shall give written notice to the Company of any intention to dispose of the Residual Shares pursuant to Article 8 11 and shall specify in such notice the identity of the proposed transferee, its business and the price agreed to be paid for the Residual Shares
- 8 13 If within twenty-one days of the receipt of a notice under Article 8 12 the Company informs the Seller in writing that in its reasonable opinion the proposed transferee is a competitor of the Company (as defined in Article 8 14), the Seller shall not be entitled to sell or transfer the Residual Shares to the proposed transferee
- 8 14 For the purposes of Article 8 13, a "competitor of the Company" means any person, firm, company, or undertaking which carries on either alone or jointly with, through (which includes by ownership of any shares, and direct or indirect control) or on behalf of (whether as director, partner, consultant, manager, employee, agent or otherwise) any person, directly or indirectly a business similar to that carried on by the Company. Any dispute as to whether a proposed transferee is a competitor of the Company shall be referred for final resolution to an independent expert appointed by agreement between the Seller or the Company or in default of agreement within thirty days of receipt of the Company's notice referred to in Article 8 13 by the President for the time being of the Law Society upon the application of



either the Seller or the Company The costs of the expert shall be borne by the Seller and the Company equally

## 9 COME ALONG AND TAG ALONG

- 9 1 If the holders of more than 75% of the equity share capital in issue for the time being (the "Selling Shareholders") wish to transfer all their interest in shares pursuant to a bona fide commercial sale to a person not already a member of the Company (a "Third Party Purchaser") the Selling Shareholders shall have the option (the "Come Along Option") to require all the other holders of Shares (the "Called Shareholders") to sell with full title guarantee and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 9
- 9 2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (a "Come Along Notice") at any time before the transfer of shares by the Selling Shareholders A Come Along Notice shall specify that the Called Shareholders are required to transfer all their shares (the "Called Shares") pursuant to this Article 9 and shall name the person to whom they are to be transferred, the price at which the Called Shares are to be transferred (calculated in accordance with Article 8 4) and the proposed date of transfer ("Completion")
- 9 3 A Come Along Notice shall be irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a sale of shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Come Along Notice
- 9 4 The Called Shareholders shall be obliged to sell each of the Called Shares at the price attributed by the offer from the Third Party Purchaser to an Ordinary Share (where the Called Shares are Ordinary Shares) or to an 'A' Share (where the Called Shares are 'A' Shares)
- 9 5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' shares unless -
  - 9 5 1 all of the Called Shareholders and the Selling Shareholders agree otherwise, or
  - 9 5 2 that date is less than 21 days after the Come Along Notice where it shall be deferred until the 21st day after the Come Along Notice
- 9 6 The rights of pre-emption set out in these Articles shall not arise on any transfer of shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect of which a Come Along Notice has been duly served
- 9 7 If any holder of shares does not on Completion of the sale of Called Shares execute transfer(s) in respect of the Called Shares held by him the directors shall be irrevocably entitled to and shall authorise and instruct such person as they shall think fit to execute all necessary transfer(s) on his behalf and, against receipt by the Company (on trust for such member) of the purchase monies payable for the Called Shares, deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and register the Third Party Purchaser (or as he may direct) as the holder thereof and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person
- 9 8 If the Selling Shareholders wish to transfer all their interest in shares to a Third Party Purchaser, the Selling Shareholders shall procure that the Third Party Purchaser shall make an offer to all other holders of shares to acquire their shares ("Non-Assented Shares") at the price per share offered by the Third Party Purchaser to the Selling Shareholders for the Ordinary Shares (where the Non-Assented Shares are Ordinary Shares) or the 'A' Shares (where the Non-Assented Shares are 'A' Shares)

- 9 9 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article 9

## 10 GENERAL PROVISIONS REGARDING TRANSFERS

An obligation to transfer a share pursuant to Articles 7 1, 8 or 9 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in the share free from all liens, mortgages, charges, encumbrances and other third party rights of whatever nature

## 11 GENERAL MEETINGS AND RESOLUTIONS

- 11 1 Every notice convening a general meeting shall comply with the provisions of section 325(1) of the 2006 Act 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 directors and to the auditors for the time being of the Company
- 11 2 No business shall be transacted at any general meeting unless a quorum is present Subject to Article 11 3 below, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum
- 11 3 If and for so long as the Company has only one member, that member present in person or by proxy or (if that member is a corporation) by a duly authorised representative shall be a quorum
- 11 4 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
- 11 5 Regulations 40 and 41 in Table A shall not apply to the Company
- 11 6 If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting, subject as provided in Article 11 7 below
- 11 7 Resolutions under section 168 of the 2006 Act for the removal of a director before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting
- 11 8 A member present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands In any case where the same person is appointed proxy for more than one member he shall on a show of hands have as many votes as the number of members for whom he is proxy A member present at a meeting by more than one proxy shall be entitled to speak at the meeting through each of the proxies but the proxies together shall be entitled to only one vote on a show of hands In the event that the proxies do not reach agreement as to how their vote should be exercised on a show of hands, the voting power is treated as not exercised Regulation 54 in Table A shall be modified accordingly
- 11 9 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarially or in some other way approved by the directors may be deposited or received at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting

## 12 APPOINTMENT OF DIRECTORS

12 1 Regulation 64 in Table A shall not apply to the Company

12 2 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. 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. Whenever the minimum number of directors is 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.

12 3 Regulations 76 to 79 (inclusive) in Table A shall not apply to the Company

12 4 No person shall be appointed a director at any general meeting unless either -

12 4 1 he is recommended by the directors, or

12 4 2 not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed

12 5 Subject to Article 12 4 above, the Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director

12 6 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 12 2 above as the maximum number of directors and for the time being in force

12 7 In any case where as the result of a death or deaths the Company has no members and no directors the personal representatives of the last member to have died shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to Article 12 5 above. For the purpose of this Article 12 7, where two or more members die in circumstances rendering it uncertain which of them survived the other or others, the members shall be deemed to have died in order of seniority, and accordingly the younger shall be deemed to have survived the elder

## 13 BORROWING POWERS

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 think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act 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

## 14 ALTERNATE DIRECTORS

14 1 Unless otherwise determined by the Company in general meeting by ordinary resolution 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

- 14 2 A director, or any such other person as is mentioned in regulation 65 in Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present

## 15 GRATUITIES AND PENSIONS

- 15 1 The directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

- 15 2 Regulation 87 in Table A shall not apply to the Company

## 16 PROCEEDINGS OF DIRECTORS

- 16 1 Regulation 88 of Table A shall be modified by the exclusion of the third sentence and the substitution of the following sentence "Every director shall receive notice of a meeting, whether or not he is absent from the United Kingdom "

- 16 2 The quorum for the transaction of business of the directors shall be two directors

- 16 3 Unless agreed by all the directors not less than 7 days notice in writing shall be given of all meetings of the directors

- 16 4 Each notice convening a meeting of the directors shall -

16 4 1 be sent to the address notified from time to time by each director to the secretary (or if none has been supplied, to his last known address), and

16 4 2 contain an agenda specifying in reasonable detail the matters to be discussed at the meeting and shall be accompanied by any relevant paper for discussion at the meeting

- 16 5 If within half an hour of the time appointed for a meeting of the directors a quorum is not present the meeting shall stand adjourned to the same day seven days later at the same time and place unless agreed by all the directors. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting the directors present shall constitute a quorum. Notice of a meeting adjourned for absence of a quorum shall be given to all directors

- 16 6 Any director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the directors or a committee of the directors shall for the purposes of the Articles be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors notwithstanding that fewer than two directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group where the chairman of the meeting then is

- 16 7 If and for so long as there is a sole director, he may exercise all the powers conferred on the directors by the Articles by resolution in writing signed by him, and regulations 88, 89, 91, 92 and 93 of Table A shall not apply

## 17 COMMUNICATION BY MEANS OF A WEBSITE

Subject to the provisions of the 2006 Act, a document or information may be sent or supplied by the Company to a person by being made available on a website

## 18 THE SEAL

18 1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. 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 by the secretary or second director. The obligation under regulation 6 in Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 in Table A shall not apply to the Company.

18 2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.

## 19 PROTECTION FROM LIABILITY

19 1 For the purposes of this Article a "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "Associated Company" shall bear the meaning referred to in section 256 of the 2006 Act. Subject to the provisions of the 2006 Act and without prejudice to any protection from liability which may otherwise apply


(a) the directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company, any auditor of the Company and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability, and

(b) every director or auditor of the Company and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any loss or liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability.


19 2 Regulation 118 in Table A shall not apply to the Company.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Combined Nominees Limited,  
16-26 Banner Street,  
London EC1Y 8QE.

  
*authorised signatory*  
ON BEHALF OF COMBINED NOMINEES LIMITED

Combined Secretarial Services Limited,  
16-26 Banner Street,  
London EC1Y 8QE.

  
*authorised signatory*  
ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED

Dated the 8th day of August 1991

Witness to the above Signatures:

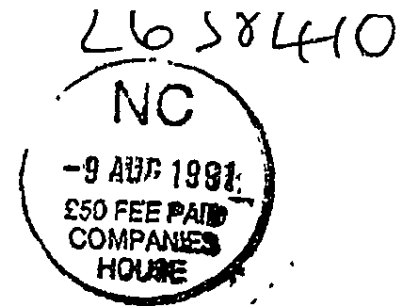
B.R. Millar,  
110 Whitchurch Road,  
Cardiff CF4 3LY -



Company Number 2638410

The Companies Act 1985

COMPANY LIMITED BY SHARES



## MEMORANDUM OF ASSOCIATION

of

## STRUCTURAL GLAZING LIMITED

1. The Company's name is Structural Glazing Limited.
2. The Company's Registered Office is to be situated in England & Wales.
3. The Company's objects are:

(A) To carry on business as designers, manufacturers, importers, exporters, hirers and distributors of, and wholesale and retail dealers in all manner of carpentry, joinery, glazing, woodworking and general building and decorating tools, instruments, machinery, equipment, products, parts and accessories, as builders merchants, glaziers, ironmongers, timber merchants, carpenters and joiners; to undertake or to assist in the development, testing and evaluation of any architectural or structural designs and as dealers in woodworking and decorating materials and supplies of every description, protective guards and office and domestic furnishings, fittings and ornaments, and of newspapers, magazines, instruction manuals and leaflets; to manufacture, purchase, sell or otherwise deal in metallic and non-metallic components, windows, frames, lintels, double-glazing and all manner of products and building tools and implements, timber, gravel, sand, cement, bricks, blocks and building and decorating materials generally, and to sell, hire, install, repair and otherwise deal in trailers, carts, plant, engines and machinery and electrical and mechanical appliances and equipment generally.

(B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company, or further any of its objects.

(C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.

(D) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

£50/BB/P1/766745

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.

(F) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

(G) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or any obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.

(H) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

(I) To make advances to customers and others with or without security, and upon such terms as the Company may approve and generally to act as bankers for any person or corporation.

(J) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

(K) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(L) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(M) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.



(O) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.

(P) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(Q) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(R) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(S) To amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(T) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

(U) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(V) To do all such things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that in the construction of this clause the word "company" except where used in reference to the Company shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere, and that the objects specified in the different paragraphs of this clause shall, except where otherwise expressed therein, be in nowise limited by reference to any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4 The liability of the members is limited

5 The Company's share capital is £133 divided into 100 ordinary shares of £1 each and 33 "A" ordinary shares of £1 each \*

The shares in the original or in any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise

\* Note The Company was originally incorporated on August 15th 1991 with a share capital of £100 divided into 100 shares of £1 each By a written resolution of the Company which was passed as a special resolution on July 17th 2008 the share capital of the Company was increased to £133 by the creation of 33 "A" ordinary shares of £1 each

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Name Addresses and Description  
Of Subscribers

Number of Shares taken  
by each subscriber

Combined Nominees Limited,  
16-26 Banner Street,  
London EC1Y 8QE.

ONE



*authorised company*  
ON BEHALF OF COMBINED NOMINEES LIMITED

Combined Secretarial Services Limited,  
16-26 Banner Street,  
London EC1Y 8QE

ONE



*authorised company*  
ON BEHALF OF COMBINED SECRETARIAL SERVICES LIMITED

TOTAL NUMBER OF SHARES TAKEN UP

TWO

Dated the 8th day of August 1991

Witness to the above Signatures:

B.R. Millar,  
110 Whitchurch Road,  
Cardiff CF4 3LY

