

CUSTOM GLASS PROPERTIES LIMITED

WRITTEN RESOLUTION



WE, the undersigned, being all the members of the Company entitled to receive notice of and to attend and vote at a general meeting of the Company in respect of the Resolutions set out below do hereby agree to and make the following Resolutions pursuant to section 381A Companies Act 1985 which shall have effect as an Ordinary Resolution in respect of Resolutions 1, 2 and 3 and as a Special Resolution in respect of Resolution 4 and be as valid and effective for all purposes as if the same had been duly passed at a general meeting of the Company duly convened and held

ORDINARY RESOLUTION

1. That the Company hereby approves and consents to and ratifies the actions of the Directors of the Company in agreeing to, creating, granting, approving, executing and delivering a guarantee in favour of National Westminster Bank plc ("the Bank")
2. That the Company hereby approves and consents to and ratifies the actions of the Directors of the Company in agreeing to, creating, granting, approving, executing and delivering a guarantee in favour of Euro Sales Finance plc ("the Invoice Discounter").
3. That the Company hereby approves and consents to and ratifies the actions of the Directors of the Company in agreeing to, creating, granting, approving, executing and delivering an inter creditor deed between inter alia Brabco 620 Limited ("Newco"), Custom Glass Group Holdings Limited ("CGGHL"), Custom Glass Limited ("CGL"), the Company, Custom Glass Property Holdings Limited ("CGPHL"), Custom Glass (Liverpool) Limited ("CGLL") (1) the Bank (2) and Euro Sales Finance plc ("the Invoice Discounter") (3)

SPECIAL RESOLUTIONS

4. That the Company is hereby authorised for the purposes of sections 155 to 158 of the Companies Act 1985 to give financial assistance in connection with the acquisition of shares of Custom Glass Group Holdings Limited ("CGGHL") by Brabco 620 Limited ("Newco") and the acquisition of shares of Custom Glass Limited ("CGL") by Newco and the refinancing of certain indebtedness of CGGHL as follows
 - (i) the entry by the Company into an unlimited intercompany guarantee in favour of the Bank to guarantee and indemnify for the monies obligations and liabilities now or hereafter owed or incurred by the Company, CGGHL, CGL, Custom Glass Property Holdings Limited ("CGPHL"), Custom Glass (Liverpool) Limited ("CGLL") and/or Newco to the Bank,
 - (ii) the continued provision by the Company of a mortgage debenture dated 27 May 1999 in favour of the Bank to secure repayment and performance of the

monies obligations and liabilities now or hereafter owed or incurred by the Company including without limitation those under the guarantee for, inter alia, the obligations and liabilities of the Company, CGGHL, CGL, CGPHL, CGLL and/or Newco to the Bank;

- (iii) the continued provision by the Company of a legal mortgage dated 2 September 1998 in favour of the Bank over the property known as land and buildings on the west side of Yardley Road Kirkby Merseyside to secure repayment and performance of the monies obligations and liabilities now or hereafter owed or incurred by the Company including without limitation those under the guarantee for, inter alia, the obligations and liabilities of the Company, CGGHL, CGL, CGPHL, CGLL and/or Newco to the Bank,
- (iv) the continued provision by the Company of a legal mortgage dated 24 February 1989 in favour of the Bank over the property known as 75 Cherry Avenue Liverpool to secure repayment and performance of the monies obligations and liabilities now or hereafter owed or incurred by the Company including without limitation those under the guarantee for, inter alia, the obligations and liabilities of the Company, CGGHL, CGL, CGPHL, CGLL and/or Newco to the Bank,
- (v) the continued provision by the Company of a legal mortgage dated 25 August 1989 in favour of the Bank over the property known as Unit 5 Yardley Road Knowsley Merseyside to secure repayment and performance of the monies obligations and liabilities now or hereafter owed or incurred by the Company including without limitation those under the guarantee for, inter alia, the obligations and liabilities of the Company, CGGHL, CGL, CGPHL, CGLL and/or Newco to the Bank,
- (vi) the continued provision by the Company of a legal mortgage dated 4 February 1998 in favour of the Bank over the property known as land and buildings on west side Yardley Road Kirkby and Unit 5 Yardley Road Kirkby Merseyside to secure repayment and performance of the monies obligations and liabilities now or hereafter owed or incurred by the Company including without limitation those under the guarantee for, inter alia, the obligations and liabilities of the Company, CGGHL, CGL, CGPHL, CGLL and/or Newco to the Bank,
- (vii) the continued provision by the Company of a legal mortgage dated 27 May 1999 in favour of the Bank over the property known as land and buildings on the west side of Birchall Road Kirkby Merseyside to secure repayment and performance of the monies obligations and liabilities now or hereafter owed or incurred by the Company including without limitation those under the guarantee for, inter alia, the obligations and liabilities of the Company, CGGHL, CGL, CGPHL, CGLL and/or Newco to the Bank,
- (viii) the continued provision by the Company of a legal mortgage dated 4 October 1999 in favour of the Bank over the property known as 1 Moss Gate Road Huyton Liverpool Merseyside to secure repayment and performance of the monies obligations and liabilities now or hereafter owed or incurred by the

Company including without limitation those under the guarantee for, inter alia, the obligations and liabilities of the Company, CGGHL, CGL, CGPHL, CGLL and/or Newco to the Bank;

- (ix) the continued provision by the Company of a legal charge dated 4 July 2005 in favour of the Bank over the property known as land on the west side of Yardley Industrial Park Merseyside to secure repayment and performance of the monies obligations and liabilities now or hereafter owed or incurred by the Company including without limitation those under the guarantee for, inter alia, the obligations and liabilities of the Company, CGGHL, CGL, CGPHL, CGLL and/or Newco to the Bank,
- (x) the continued provision by the Company of an unlimited intercompany guarantee dated 4 July 2005 in favour of the Bank to guarantee and indemnify for the monies obligations and liabilities now or hereafter owed or incurred by the Company, CGL, CGLL, CGPHL and/or CGGHL to the Bank,
- (xi) the entry by the Company into an unlimited intercompany guarantee in favour of the Invoice Discounter to guarantee and indemnify for the monies obligations and liabilities now or hereafter owed or incurred by the Company, CGGHL, CGL, CGPHL, CGLL and/or Newco to the Invoice Discounter,
- (xii) the entry by the Company into an inter creditor deed between inter alia Newco, CGGHL, CGL, the Company, CGPHL, CGLL (1) the Bank (2) and the Invoice Discounter (3)

each in the form previously provided to the members details of which are more particularly set out in Form 155(6)(a) (including auditor's report attached thereto) previously provided to the members

Dated 19 Nov 2007

for and on behalf of
Custom Glass Property Holdings Limited