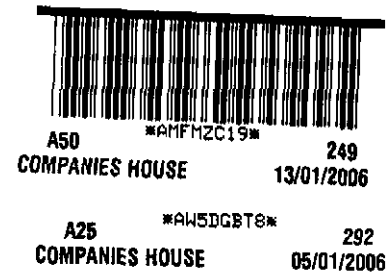


Company Number: 2543555



CLYTHA HOLDINGS LIMITED

Written resolution passed on the 15th day of December 2005 in accordance with Section 381A Companies Act 1985 by all the members, who would, if the resolutions had been proposed at a general meeting of the Company, be entitled to attend that meeting and vote on the resolutions.

SPECIAL RESOLUTION


1. That in accordance with Section 164 Companies Act 1985, the agreement proposed to be made between the Company and Gary Hall pursuant to which the Company shall purchase from Gary Hall 50 D Preference Shares of £1 each in the capital of the Company in the form attached to this Written Resolution and initialled for the purpose of identification be and is hereby approved.
2. That in accordance with Section 164 Companies Act 1985, the agreement proposed to be made between the Company and Mark Hannam pursuant to which the Company shall purchase from Mark Hannam 25 D Preference Shares of £1 each in the capital of the Company in the form attached to this Written Resolution and initialled for the purpose of identification be and is hereby approved.
3. That in accordance with Section 164 Companies Act 1985, the agreement proposed to be made between the Company and Maxine Monaghan pursuant to which the Company shall purchase from Maxine Monaghan 50 D Preference Shares of £1 each in the capital of the Company in the form attached to this Written Resolution and initialled for the purpose of identification be and is hereby approved.
4. That in accordance with Section 164 Companies Act 1985, the agreement proposed to be made between the Company and George Hall and John Hannam pursuant to which the Company shall purchase from George Hall and John Hannam 75 D Preference Shares of £1 each in the capital of the Company jointly held by them in the form attached to this Written Resolution and initialled for the purpose of identification be and is hereby approved.


.....

GEORGE ROBERT HALL

15/12/05
.....

Date

 signed by George
Hall as attorney 15/12/05
.....
JOHN PRESTON HANNAM Date

 15/12/05
.....
SVEN OLOF LENNART JONSSON Date

 15/12/05
.....
DAVID SENIOR Date

DATED

15th March

2005

Or

- (1) GARY STEPHEN HALL
- (2) CLYTHA HOLDINGS LIMITED

SHARE SALE AGREEMENT

WE HEREBY CERTIFY THAT
THIS IS A TRUE COPY OF THE
ORIGINAL DOCUMENT.

hlw

 PRINCESS HOUSE
122 QUEEN STREET
SHEFFIELD S1 2D
hlwcommerciallawyersLLP

hlw

CONTENTS

Description	Page Number
1. INTERPRETATION.....	1
2. AGREEMENT FOR SALE.....	2
3. CONSIDERATION.....	2
4. COMPLETION.....	2
5. WARRANTIES.....	3
6. GENERAL.....	3

THIS AGREEMENT is made the

15th

day of

March

2005

BETWEEN:

- (1) **GARY STEPHEN HALL** of 14 T14 Trinity Terrace, Corbridge, Northumberland NE45 5HW (the "**Seller**"); and
- (2) **CLYTHA HOLDINGS LIMITED** (registered number 2543555) whose registered office is at Eland Road, Denaby Main, Doncaster, South Yorkshire DN12 4HA (the "**Company**").

WHEREAS:

- (A) The Seller has agreed to sell the Shares (as defined below) in accordance with the terms and conditions of this Agreement.
- (B) The Company was incorporated in England on 26 September 1990 and is a private company limited by shares.
- (C) In accordance with its articles of association, the Company has the necessary power to enter into this Agreement.
- (D) This Agreement has been approved by a written resolution passed on the date hereof.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement the following words and expressions have the following meanings:

"**Completion**" means completion of the purchase of the Shares in accordance with clause 4;

"**Consideration**" means the consideration for the Shares to be sold pursuant to this Agreement; and

"**Shares**" means 50 Preference D Shares of £1 each in the share capital of the Company.

1.2 All references in this Agreement to a statutory provision shall be construed as including references to:

1.2.1 any statutory modification, consolidation re-enactment (whether before or after the date of this Agreement) for the time being in force;

1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and

1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.

1.3 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2. AGREEMENT FOR SALE

Subject to the terms and conditions of this Agreement, the Seller shall sell with full title guarantee and the Company shall purchase the Shares, with all rights attaching to them and with effect from the date of this Agreement.

3. CONSIDERATION

The Consideration for the Shares shall be the sum of £50.

4. COMPLETION

4.1 Completion of the purchase of the Shares shall take place immediately after the signing of this Agreement.

4.2 The Seller shall deliver to the Company a duly completed and signed transfer in favour of the Company of the Shares together with the relevant share certificate.

4.3 A Board Meeting of the Company shall be held at which the transfer referred to in clause 4.2 shall be approved (subject to stamping).

4.4 Upon completion of the matters referred to in clauses 4.2 and 4.3 the Company shall deliver to the Seller a cheque for the Consideration.

- 4.5 The Seller hereby agrees with effect from the date hereof to waive all rights attaching to the Shares including, without limitation, his rights to participate in any dividends which may be declared by the Company.

5. WARRANTIES

- 5.1 The Seller warrants to the Company that the Shares held by him will be sold with full title guarantee free of charges, liens or other encumbrances.
- 5.2 The Company warrants and represents to the Seller that the Seller has no liabilities outstanding to the Company or Senior Aluminium Systems Limited, and the Company acknowledges that the Seller has entered into this Agreement in reliance upon such warranty.

6. GENERAL

- 6.1 This Agreement may be executed in any number of counterparts, and each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument.
- 6.2 Each party shall bear his own costs in connection with the preparation and execution of this Agreement.
- 6.3 This Agreement shall be governed by English law, and each of the parties submits to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties have executed this deed the day and year first before written.

EXECUTED AS A DEED by the above)
named **GARY STEPHEN HALL** in the)
presence of:)

Signature

*Signed by George Hall
as Secretary*

Witness: *Signature*

Name: *George Hall*

Address: *100-100*

Occupation: *Director*

EXECUTED AS A DEED by the above)
named **CLYTHA HOLDINGS LIMITED** by)
the signatures of:)
)
)
)
)

Director *Signature*

Director / Secretary *Signature*

DATED

15th December

2005

- (1) MARK HANNAM
- (2) CLYTHA HOLDINGS LIMITED

SHARE SALE AGREEMENT

WE HEREBY CERTIFY THAT
THIS IS A TRUE COPY OF THE
ORIGINAL DOCUMENT.

W. L. L. L.

hlw PRINCESS HOUSE
122 QUEEN STREET
SHEFFIELD S1 2D
hlwcommerciallawyersLLP

hlw

CONTENTS

Description	Page Number
1. INTERPRETATION.....	1
2. AGREEMENT FOR SALE.....	2
3. CONSIDERATION	2
4. COMPLETION	2
5. WARRANTIES	3
6. GENERAL.....	3

THIS AGREEMENT is made the 15th day of December 2005

BETWEEN:

- (1) **MARK HANNAM** of 45 Jameson Drive, Cragside, Corbridge, Northumberland NE45 5EX (the "**Seller**"); and
- (2) **CLYTHA HOLDINGS LIMITED** (registered number 2543555) whose registered office is at Eland Road, Denaby Main, Doncaster, South Yorkshire DN12 4HA (the "**Company**").

WHEREAS:

- (A) The Seller has agreed to sell the Shares (as defined below) in accordance with the terms and conditions of this Agreement.
- (B) The Company was incorporated in England on 26 September 1990 and is a private company limited by shares.
- (C) In accordance with its articles of association, the Company has the necessary power to enter into this Agreement.
- (D) This Agreement has been approved by a written resolution passed on the date hereof.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement the following words and expressions have the following meanings:

"**Completion**" means completion of the purchase of the Shares in accordance with clause 4;

"**Consideration**" means the consideration for the Shares to be sold pursuant to this Agreement; and

"**Shares**" means 25 Preference D Shares of £1 each in the share capital of the Company.

1.2 All references in this Agreement to a statutory provision shall be construed as including references to:

1.2.1 any statutory modification, consolidation re-enactment (whether before or after the date of this Agreement) for the time being in force;

1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and

1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.

1.3 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2. AGREEMENT FOR SALE

Subject to the terms and conditions of this Agreement, the Seller shall sell with full title guarantee and the Company shall purchase the Shares, with all rights attaching to them and with effect from the date of this Agreement.

3. CONSIDERATION

The Consideration for the Shares shall be the sum of £25.

4. COMPLETION

4.1 Completion of the purchase of the Shares shall take place immediately after the signing of this Agreement.

4.2 The Seller shall deliver to the Company a duly completed and signed transfer in favour of the Company of the Shares together with the relevant share certificate.

4.3 A Board Meeting of the Company shall be held at which the transfer referred to in clause 4.2 shall be approved (subject to stamping).

4.4 Upon completion of the matters referred to in clauses 4.2 and 4.3 the Company shall deliver to the Seller a cheque for the Consideration.

- 4.5 The Seller hereby agrees with effect from the date hereof to waive all rights attaching to the Shares including, without limitation, his rights to participate in any dividends which may be declared by the Company.

5. WARRANTIES

- 5.1 The Seller warrants to the Company that the Shares held by him will be sold with full title guarantee free of charges, liens or other encumbrances.
- 5.2 The Company warrants and represents to the Seller that the Seller has no liabilities outstanding to the Company or Senior Aluminium Systems Limited, and the Company acknowledges that the Seller has entered into this Agreement in reliance upon such warranty.

6. GENERAL

- 6.1 This Agreement may be executed in any number of counterparts, and each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument.
- 6.2 Each party shall bear his own costs in connection with the preparation and execution of this Agreement.
- 6.3 This Agreement shall be governed by English law, and each of the parties submits to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties have executed this deed the day and year first before written.

EXECUTED AS A DEED by the above)
named MARK HANNAM in the presence)
of:)

[Signature] . Signed by George Hall
attorney

Witness: *[Signature]*

Name: *Gerard McTear*

Address: *Newcastle*

Occupation: *Electrician*

EXECUTED AS A DEED by the above)
named CLYTHA HOLDINGS LIMITED by)
the signatures of:)
)
)
)

Director *[Signature]*

Director / Secretary *[Signature]*

DATED

15th June

2005

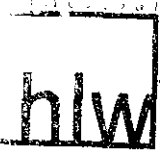
8

- (1) MAXINE MONAGHAN
- (2) CLYTHA HOLDINGS LIMITED

SHARE SALE AGREEMENT

WE HEREBY CERTIFY THAT
THIS IS A TRUE COPY OF THE
ORIGINAL DOCUMENT.

William Lloyd

 PRINCESS HOUSE
122 QUEEN STREET
SHEFFIELD S1 2DL
hlwcommerciallawyersLLP



CONTENTS

Description	Page Number
1. INTERPRETATION.....	1
2. AGREEMENT FOR SALE.....	2
3. CONSIDERATION.....	2
4. COMPLETION.....	2
5. WARRANTIES.....	3
6. GENERAL.....	3

THIS AGREEMENT is made the 15th day of March

2005

BETWEEN:

- (1) **MAXINE MONAGHAN** of Shire View Cottage, High Clear, Slaley, Northumberland NE47 0AE (the "Seller"); and
- (2) **CLYTHA HOLDINGS LIMITED** (registered number 2543555) whose registered office is at Eland Road, Denaby Main, Doncaster, South Yorkshire DN12 4HA (the "Company").

WHEREAS:

- (A) The Seller has agreed to sell the Shares (as defined below) in accordance with the terms and conditions of this Agreement.
- (B) The Company was incorporated in England on 26 September 1990 and is a private company limited by shares.
- (C) In accordance with its articles of association, the Company has the necessary power to enter into this Agreement.
- (D) This Agreement has been approved by a written resolution passed on the date hereof.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement the following words and expressions have the following meanings:

"**Completion**" means completion of the purchase of the Shares in accordance with clause 4;

"**Consideration**" means the consideration for the Shares to be sold pursuant to this Agreement; and

"**Shares**" means 50 D Preference Shares of £1 each in the share capital of the Company.

1.2 All references in this Agreement to a statutory provision shall be construed as including references to:

1.2.1 any statutory modification, consolidation re-enactment (whether before or after the date of this Agreement) for the time being in force;

1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and

1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.

1.3 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2. AGREEMENT FOR SALE

Subject to the terms and conditions of this Agreement, the Seller shall sell with full title guarantee and the Company shall purchase the Shares, with all rights attaching to them and with effect from the date of this Agreement.

3. CONSIDERATION

The Consideration for the Shares shall be the sum of £50.

4. COMPLETION

4.1 Completion of the purchase of the Shares shall take place immediately after the signing of this Agreement.

4.2 The Seller shall deliver to the Company a duly completed and signed transfer in favour of the Company of the Shares together with the relevant share certificate.

4.3 A Board Meeting of the Company shall be held at which the transfer referred to in clause 4.2 shall be approved (subject to stamping).

4.4 Upon completion of the matters referred to in clauses 4.2 and 4.3 the Company shall deliver to the Seller a cheque for the Consideration.

- 4.5 The Seller hereby agrees with effect from the date hereof to waive all rights attaching to the Shares including, without limitation, her rights to participate in any dividends which may be declared by the Company.

5. WARRANTIES

- 5.1 The Seller warrants to the Company that the Shares held by her will be sold with full title guarantee free of charges, liens or other encumbrances.
- 5.2 The Company warrants and represents to the Seller that the Seller has no liabilities outstanding to the Company or Senior Aluminium Systems Limited, and the Company acknowledges that the Seller has entered into this Agreement in reliance upon such warranty.

6. GENERAL

- 6.1 This Agreement may be executed in any number of counterparts, and each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument.
- 6.2 Each party shall bear his own costs in connection with the preparation and execution of this Agreement.
- 6.3 This Agreement shall be governed by English law, and each of the parties submits to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties have executed this deed the day and year first before written.

EXECUTED AS A DEED by the above)
named MAXINE MONAGHAN in the)
presence of:)

[Signature] signed by *[Signature]*
at *[Signature]*

Witness: *[Signature]*
Name: *[Signature]*
Address: *[Signature]*
Occupation: *[Signature]*

EXECUTED AS A DEED by the above)
named CLYTHA HOLDINGS LIMITED by)
the signatures of:)

Director *[Signature]*
Director / Secretary *[Signature]*

DATED

15th December

2005

- (1) GEORGE ROBERT HALL AND JOHN PRESTON HANNAM
- (2) CLYTHA HOLDINGS LIMITED

SHARE SALE AGREEMENT

WE HEREBY CERTIFY THAT
THIS IS A TRUE COPY OF THE
ORIGINAL DOCUMENT.

Alan Huntley

 PRINCESS HOUSE
122 QUEEN STREET
SHEFFIELD S1 2DV
hlwcommerciallawyersLLP



CONTENTS

Description	Page Number
1. INTERPRETATION.....	1
2. AGREEMENT FOR SALE.....	2
3. CONSIDERATION.....	2
4. COMPLETION	2
5. WARRANTIES	3
6. GENERAL.....	3

THIS AGREEMENT is made the 15th day of April 2005

BETWEEN:

- (1) **GEORGE ROBERT HALL** of High Clear, Slaley, Hexham, Northumberland NE47 0AE and **JOHN PRESTON HANNAM** of Stocksfield House, Stocksfield, Northumberland NE43 7TN (the "**Sellers**"); and
- (2) **CLYTHA HOLDINGS LIMITED** (registered number 2543555) whose registered office is at Eland Road, Denaby Main, Doncaster, South Yorkshire DN12 4HA (the "**Company**").

WHEREAS:

- (A) The Sellers have agreed to sell the Shares (as defined below) in accordance with the terms and conditions of this Agreement.
- (B) The Company was incorporated in England on 26 September 1990 and is a private company limited by shares.
- (C) In accordance with its articles of association, the Company has the necessary power to enter into this Agreement.
- (D) This Agreement has been approved by a written resolution passed on the date hereof.

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement the following words and expressions have the following meanings:

"**Completion**" means completion of the purchase of the Shares in accordance with clause 4;

"**Consideration**" means the consideration for the Shares to be sold pursuant to this Agreement; and

"**Shares**" means 75 Preference D Shares of £1 each in the share capital of the Company.

1.2 All references in this Agreement to a statutory provision shall be construed as including references to:

1.2.1 any statutory modification, consolidation re-enactment (whether before or after the date of this Agreement) for the time being in force;

1.2.2 all statutory instruments or orders made pursuant to a statutory provision; and

1.2.3 any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.

1.3 Clause headings in this Agreement are for ease of reference only and do not affect the construction of any provision.

2. AGREEMENT FOR SALE

Subject to the terms and conditions of this Agreement, the Sellers shall sell with full title guarantee and the Company shall purchase the Shares, with all rights attaching to them and with effect from the date of this Agreement.

3. CONSIDERATION

The Consideration for the Shares shall be the sum of £75.

4. COMPLETION

4.1 Completion of the purchase of the Shares shall take place immediately after the signing of this Agreement.

4.2 The Sellers shall deliver to the Company a duly completed and signed transfer in favour of the Company of the Shares together with the relevant share certificate.

4.3 A Board Meeting of the Company shall be held at which the transfer referred to in clause 4.2 shall be approved (subject to stamping).

4.4 Upon completion of the matters referred to in clauses 4.2 and 4.3 the Company shall pay the Sellers the Consideration in cash.

- 4.5 The Sellers hereby agree with effect from the date hereof to waive all rights attaching to the Shares including, without limitation, their rights to participate in any dividends which may be declared by the Company.

5. WARRANTIES

- 5.1 The Sellers jointly and severally warrant to the Company that the Shares held by them will be sold with full title guarantee free of charges, liens or other encumbrances.
- 5.2 The Company warrants and represents to the Sellers that the Sellers have no liabilities outstanding to the Company or Senior Aluminium Systems Limited, and the Company acknowledges that the Sellers have entered into this Agreement in reliance upon such warranty.

6. GENERAL

- 6.1 This Agreement may be executed in any number of counterparts, and each of *the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument.*
- 6.2 Each party shall bear his own costs in connection with the preparation and execution of this Agreement.
- 6.3 This Agreement shall be governed by English law, and each of the parties submits to the exclusive jurisdiction of the English courts.

IN WITNESS whereof the parties have executed this deed the day and year first before written.

EXECUTED AS A DEED by the above)
named **GEORGE ROBERT HALL** in the)
presence of:)

[Signature]

Witness:

Name:

Address:

Occupation:

EXECUTED AS A DEED by the above)
named **JOHN PRESTON HANNAM** in)
the presence of:)

[Signature] signed by George
Hall as witness

Witness:

Name:

Address:

Occupation:

EXECUTED AS A DEED by the above)
named **CLYTHA HOLDINGS LIMITED** by)
the signatures of:)
)
)
)
)

Director

Director / Secretary