

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 resolution had been proposed at a general meeting of the Company, be entitled to attend that meeting and vote on the resolution.

SPECIAL RESOLUTION


That, in accordance with Section 164 Companies Act 1985, the agreement proposed to be made between the Company and George Robert Hall pursuant to which the Company shall purchase from George Robert Hall:

- a) 3,000 A Shares of £1 each;
- b) 1,750 B Shares of £1 each; and
- c) 275 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.

 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 December

2005

- (1) GEORGE ROBERT HALL
- (2) CLYTHA HOLDINGS LIMITED

SHARE SALE AGREEMENT

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

hlw

hlw PRINCESS HOUSE
122 QUEEN STREET
SHEFFIELD S1 2D
hlwcommerciallawyersLLP

hlw

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THIS AGREEMENT is made the

15th

day of

June

2005

BETWEEN:

- (1) **GEORGE ROBERT HALL** of High Clear, Slaley, Hexham, 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:

"**A Shares**" means 3000 A Shares of £1 each in the share capital of the Company;

"**B Shares**" means 1750 B Shares of £1 each in the share capital of the Company;

"**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;

"**D Shares**" means 275 Preference D Shares of £1 each in the share capital of the Company; and

"**Shares**" means the A Shares, B Shares and D Shares.

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 £344,925 apportioned as follows:-

A Shares : £342,900

B Shares : £1,750

C Shares : £275

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 duly completed and signed transfers in favour of the Company of the Shares together with the relevant share certificates.
- 4.3 A Board Meeting of the Company shall be held at which the transfers 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.
- 5.3 The Company warrants and represents to the Seller that the Company has borrowed at least £483,333 in order to finance the acquisition of the Shares, and the Company acknowledges that the Seller has entered into this Agreement in reliance upon such warranty.

6. GENERAL

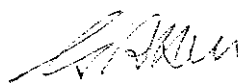
- 6.1 This Agreement may be executed in any number of counterparts, and each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one instrument.

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 **GEORGE ROBERT HALL** in the)
presence of:)



Witness:

Name:

Address:

Occupation:

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

Director

Director / Secretary