

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 2953889

The Registrar of Companies for England and Wales hereby certifies that
WEMBLEY WINDOWS (S.C.) LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 29th July 1994



N02953889V


P. BEVAN

For the Registrar of Companies



COMPANIES HOUSE

HC007B



COMPANIES HOUSE

10

Statement of first directors and secretary and intended situation of registered office

This form should be completed in black.

Company name (in full)

<input type="checkbox"/>	For official use
CN	_____
WEMBLEY WINDOWS (S.C.) LIMITED	

Registered office of the company on incorporation.

<input type="checkbox"/>	143 Green Dragon Lane
	Winchmore Hill
Post town	_____
County/Region	London
Postcode	N21 1EU

If the memorandum is delivered by an agent for the subscribers of the memorandum mark 'X' in the box opposite and give the agent's name and address.



Name	_____
RA	REICHMANN & WING LIMITED
	Regis House,
	134 Percival Road,
Post town	Enfield, Middlesex
County/Region	EN1 1QU
Postcode	_____

Number of continuation sheets attached



To whom should Companies House direct any enquiries about the information shown in this form?

REICHMANN & WING LIMITED	
DX 36954	
WINCHMORE HILL	Postcode _____
Telephone _____	Extension _____

Company Secretary (See notes 1 - 5)

Name *Style/Title
 Forenames
 Surname
 *Honours etc
 Previous forenames
 Previous surname

CS _____

 CLIFFORD DONALD

 WING

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

AD 253 Bury Street West

 Post town _____
 County/Region London
 Postcode N9 9JN Country England

I consent to act as secretary of the company named on page 1

Consent signature

Signed  Date 20 JUL 1994

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title
 Forenames
 Surname
 *Honours etc
 Previous forenames
 Previous surname

CD MR

 ORI

 FOGEL

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

AD 25 FRYENT WAY

 Post town KINGSBURY
 County/Region LONDON
 Postcode NW9 9SL Country ENGLAND

Date of birth

DD 014 016 413 Nationality **NA** BRITISH

Business occupation

OC WINDOW MANUFACTURER

Other directorships

OD NONE

* Voluntary details

I consent to act as director of the company named on page 1

Consent signature

Signed  Date 4.7.94

Directors (continued)

(See notes 1 - 5)

Name

*Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

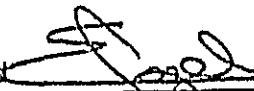
Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

<input type="checkbox"/> CD	Mr
FOREZ	
FOGEL	
<input type="checkbox"/> AD	25 FREYNT WAY
Post town	KINGSBURY
County/Region	LONDON
Postcode	NW9 9SL
Country	ENGLAND
<input type="checkbox"/> DO	29 017711
Nationality	<input type="checkbox"/> NA BRITISH
<input type="checkbox"/> OC	Window Manufacturer
<input type="checkbox"/> OD	NONE
I consent to act as director of the company named on page 1	
Signed	
Date	4.7.94

Delete if the form is signed by the subscribers.

REICHMANN & WING LIMITED
 Regis House,
 134 Percival Road,
 Enfield, Middlesex
 Signature of agent on behalf of all subscribers Date 20 JUL 1994

Delete if the form is signed by an agent on behalf of all the subscribers.

All the subscribers must sign either personally or by a person or persons authorised to sign for them.

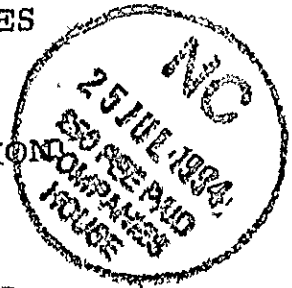
Signed	Date
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Signed	Date

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2953889

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION



- of -

WEMBLEY WINDOWS (S.C.) LIMITED

1. The name of the Company is:-

"WEMBLEY WINDOWS (S.C.) LIMITED"

2. The Registered Office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(a) To carry on all or any of the following businesses: General glaziers, specialists in all aspects of glazing, double glazing and allied applications; manufacturers, agents, factors, distributors, designers, processors, fixers, fitters, installers, repairers and wholesale and retail dealers in and of all kinds of windows, doors, frames, lintels, sills, jambs, transoms, skylights, fanlights, and other structures, blinds, awnings, canopies, shutters, grilles, pelmets and furnishings and protective structures of every description and all kinds of glazing and double-glazing fitments, fittings, supplies and general requirements, builders' contractors' and decorators' supplies, glass, plastic and other man-made materials, wood, rubber, metal, textile and all other materials and all goods made or constructed therefrom: consultants, experts, contractors and general sub-contractors in and about any of the above businesses, wood workers, carpenters, joiners, bricklayers, plasterers, builders' civil engineers and public works contractors; to install, fix, service and maintain fitments and structures of all kinds and to provide all kinds of services and facilities whether ancillary or allied to any of the above businesses or otherwise howsoever; flooring and roofing contractors, decorators, general engineers and metal-workers, and all other businesses at the discretion of the Directors.

(b) To buy, sell, import, export, manufacture and deal in all kinds of goods stores and equipment whether in connection with any of the above activities or otherwise and to act as agents for all purposes.

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REICHMANN & WING LIMITED
DX 36954
WINCHMORE HILL

- (c) To carry on any other business which may seem to the Board of Directors capable of being carried on conveniently in connection with or as ancillary to any business which the Company is authorised to carry on, or calculated directly or indirectly to benefit the Company, or to enhance the value or render profitable any of the Company's properties or rights.
- (d) To apply for, purchase or otherwise acquire any patents, licences, concessions, privileges and like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.
- (e) To purchase, take on lease or in exchange, or hire or otherwise acquire any lands, houses, buildings, rights, machinery, plant, and any real or personal property or properties and chattels which the Board of Directors may think to be convenient or suitable for any purposes of the Company's business, and to purchase or otherwise acquire all or any of the business, property and liabilities of any person or company carrying on any business similar to that which this Company is authorised to carry on, or possessed of property suitable for the purposes of the Company, and pay for any assets acquired by the Company in cash or shares, stock, debentures, debenture stock or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- (f) To sell, improve, manage, develop, lease, mortgage, let, charge, dispose of, turn to account, or otherwise deal with all or any part of the undertaking or property or rights of the Company, and to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company.

- (g) To form, promote, subsidise and assist companies, syndicates and partnerships of all kinds which may be of assistance to the Company for any of the purposes of its business or which may have objects similar wholly or in part to the objects of the Company, whether directly or indirectly, and to subscribe for, and take any shares, stock, debentures, debenture stock or other obligations of any other companies, syndicates and partnerships.
- (h) To enter into partnerships or into any arrangement for sharing profits, union of interests, reciprocal concessions, co-operation, or otherwise, with any person or company carrying on a business similar to or which may be conveniently carried on with any business of the Company.
- (i) To borrow and raise money without restriction and to secure the same in such manner as may be expedient, and in particular by the issue of debentures or debenture stock, mortgages and charges, perpetual or otherwise, charged upon all or any of the Company's undertaking or property, both real and personal, present and future, including its uncalled capital; 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.
- (j) To make, draw, accept, endorse, negotiate, discount and execute bills of exchange, promissory notes or other negotiable instruments.
- (k) To advance and lend money, with or without security, to such persons and upon such terms and subject to such conditions as may seem expedient.
- (l) To pay all or any expenses incurred in connection with the formation, promotion and incorporation of the Company and to remunerate any person or company for services rendered in placing or assisting to place any of the shares in the capital of the Company or any debentures or other security of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (m) To amalgamate with any other company with objects all or any of which are similar to the objects of the Company in any manner whatsoever (whether with or without a winding up of the Company).

- (n) To distribute among the Members in specie any property of the Company or any proceeds of sale, disposal, or realisation 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.
- (o) To receive money on deposit or loan and to give credit to or guarantee, or become security for the performance of any contract by any person, company or association and to grant instalment, hire-purchase and leasing facilities upon such terms as may seem desirable in the interests of the Company.
- (p) To support or subscribe to any charitable object or any institution and to give pensions, bonuses, gratuities or assistance to any person who is serving or has served the Company, whether as a Director, employee or otherwise, and his family and dependants, to make payments towards insurance, and to establish, form and contribute to provident, superannuation and other similar funds and trusts, associations, clubs, schools and other institutions for the benefit of any such persons aforesaid.
- (q) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which seem likely to assist or benefit the Company and to underwrite, subscribe for or otherwise acquire all or part of the shares of any such company as aforesaid.
- (r) To invest and deal with any of the moneys of the Company not immediately required for its operations in such manner, with or without security, as the Directors may determine.
- (s) To procure the Company to be registered or recognised in any country or place abroad.
- (t) To erect, construct, alter and maintain any plant, machinery, buildings or other structures which may be convenient for the business of the Company.


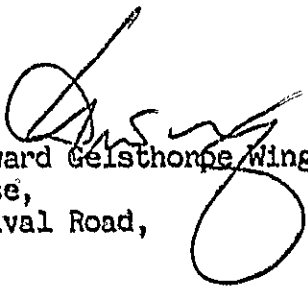
- (u) To remunerate the Directors and employees of the Company and any other persons, companies or firms rendering services to the Company in such manner as may be thought expedient.
- (v) To enter into any arrangement with any Government or other authority and to obtain from any such body all rights, concessions and privileges which may seem conducive to any of the Company's business.
- (w) To carry out all or any of the objects of the Company in any part of the world either alone as principals or as agents, trustees, contractors, sub-contractors or in partnership or conjunction with any other person, firm, association, company or other body, or through agents or trustees, or by means of any subsidiary or auxiliary company or otherwise.
- (x) To do all such acts or things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that the word 'Company' in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed. It is also expressly declared that each Sub-clause of this Clause shall be construed independently of the other Sub-clauses hereof, and that none of the objects mentioned in any Sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other Sub-clause.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £100 divided into 100 Shares of £1 each. The Company has power to increase and divide the shares into several classes and attach thereto any preferential or special rights, privileges or conditions in accordance with the regulations of the Company.

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.

NAMES AND ADDRESSES OF SUBSCRIBERS	Number of Shares taken by each Subscriber
 Clifford Donald Wing, Regis House, 134, Percival Road, Enfield, Middlesex. Company Registration Agent	One
 Donald Edward Gelsthorpe Wing, Regis House, 134, Percival Road, Enfield, Middlesex. Company Registration Agent	One

DATED this 20th day of July 1994
WITNESS to the above Signatures:



Sheila Elizabeth Wing,
Regis House,
134, Percival Road,
Enfield,
Middlesex.

Company Registration Agent

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

WEMBLEY WINDOWS (S.C.) LIMITED

PRELIMINARY

1. The Company is a private company, and the regulations contained or incorporated by reference in Table A in Statutory Instrument 805 of 1985, save in so far as they are hereinafter excluded or modified, shall be, together with these Articles, the regulations of the Company.

SHARES

2. Subject to any directions which may be given by a General Meeting and to the other regulations of the Company, the Directors are authorised to allot the shares in the capital of the Company for such consideration and upon such terms and at such times as the Directors may determine, but so that;

- (a) the maximum number of shares that may be allotted by the Directors shall be the total number of shares (including any created by an increase in the Capital) which, at the time when the allotment is made, have not already been allotted;
- (b) this authority shall expire on the fifth anniversary of the day preceding the date of incorporation of the Company, or on such other earlier date as the Company may in General Meeting properly resolve; provided always that this authority may be renewed in accordance with the provisions of the Companies Acts.

3. Subject to any direction which may be given by a General Meeting all shares forming part of the original capital of the Company and for the time being unissued and all new shares shall, before issue be offered to members of the Company in proportion, as nearly as possible, to the number of shares held by them. The offer shall be made by notice specifying the number of shares offered and limiting the time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made, that he declines the shares comprised in such offer, the Directors may dispose of those shares (subject to the other regulations of the Company) in such manner as they think proper. The Directors may likewise dispose of any such original or new shares as aforesaid which by reason of any difficulty in apportioning the same cannot be conveniently offered in accordance with the foregoing provisions.

4. The lien conferred by Clause B in Table A shall attach to all shares, whether fully paid or not, and to all shares registered in the name of any person for all moneys presently payable by him or his estate to the Company, whether he be the sole holder or one of two or more joint holders thereof.

5. Any share may be transferred by a member to a person who is already a member or to a relative of such member, or in the case of a member which is a company to a subsidiary or fellow subsidiary company thereof, and any share standing in the name of a deceased member may be transferred to any person becoming entitled under his or her will or intestacy or to such deceased member's personal representatives and, on any change of the trusteeship of shares held upon trusts, such shares may be transferred to the new and continuing trustees. The provisions of Article 7 shall not apply to such transfers save to prevent a transfer of a Share on which the Company has a lien.

6. A Member wishing to dispose of all or any of his shares other than in accordance with the provisions of Article 5 shall give notice of the fact to the Directors and such notice shall constitute the Company as the agent of the transferor member for the purpose of effecting the transfer and all matters appertaining thereto. The Directors shall offer the said shares to the remaining members in proportion to their then holding of shares on the date when the offer is made and such members shall have an option to purchase all or any of the shares offered to them, this option remaining open for three calendar months from the date on which the offer is made. If, within this period, a purchasing member is found such purchasing member shall be bound to complete the purchase within seven days. Notice of the finding of the purchasing member shall be given to the transferor member, who shall be bound on payment of the fair value to transfer the share or shares to the purchasing member. If the transferor member fails to complete the transfer the Directors may authorise some person to transfer the share or shares to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share or shares. The transferor member shall deliver up his certificate and shall thereupon be paid the purchase money. In the event of any dispute as to the value of the shares, the transfer of the shares shall be effected at a fair price as fixed by the Auditor for the time being to the Company; if there is no dispute as to the value of the shares they may be transferred at any agreed price. Any shares not taken up before the offer lapses may, within a further period of twenty-eight days be transferred by the transferor member to any other person, provided that this Article shall not in any way remove from the Directors the power to refuse any transfer (other than a transfer made in accordance with Article 5) of which they disapprove.

7. Without prejudice to the provisions of Clause 24 in Table A, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share (other than a transfer made in accordance with Article 5) whether or not it is a fully paid share.

8. Shares issued pursuant to Clause 3 in Table A shall be subject to such terms and manner of redemption as the Company before the issue shall by Special Resolution determine.

SEAL

9. Clause 101 in Table A shall be amended by the addition of the following words at the end of the Clause: "or by some other person appointed by the Directors for the purpose."

DIRECTORS

10. A person may be appointed or elected as a Director, whatever his age, and no Director shall be obliged to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

11. A Director may vote in respect of any contract or arrangement in which he is interested and may form part of the quorum for any meeting at which such voting occurs. Clauses 94, 95, 96 and 98 in Table A shall not apply to the Company; and Clause 97 in Table A shall apply as though the words "except that concerning his own appointment" were omitted.

12. The Company may by Extraordinary Resolution remove a Director before the expiration of his period of office and by Ordinary Resolution appoint another person as Director in his place. Such person appointed as aforesaid shall be subject to retirement at the same time as if he had become a Director on the day on which the Director he replaces was last elected a Director.

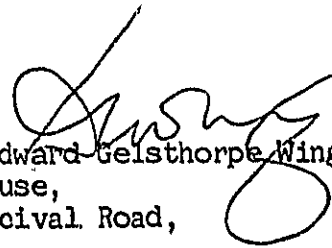
13. Until otherwise determined by the Company in General Meeting, the number of Directors (other than Alternate Directors) shall be not less than one nor more than five. So long as the minimum number remains thus fixed at one, a sole Director may exercise all the powers vested in the Directors generally. Clauses 89 and 90 in Table A shall be modified accordingly, and Clause 64 in Table A shall not apply to the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS



Clifford Donald Wing,
Regis House,
134, Percival Road,
Enfield,
Middlesex.

Company Registration Agent

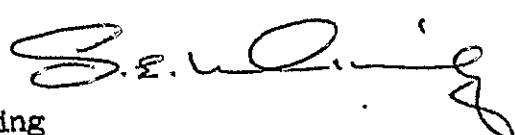


Donald Edward Gelsthorpe Wing
Regis House,
134, Percival Road,
Enfield,
Middlesex.

Company Registration Agent

DATED this 20th day of July 1994

WITNESS to the above Signatures:-



Sheila Elizabeth Wing
Regis House,
134, Percival Road,
Enfield,
Middlesex.

Company Registration Agent