

Date

29 January

2022

THE COMPANIES ACT 2006

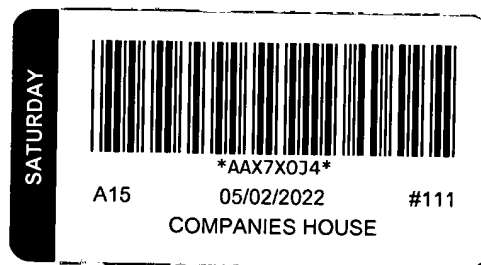
PRIVATE COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION OF
SAFEGUARD GLAZING SUPPLIES LIMITED**

Company Number 03103057

GREENWOODS GRM LLP
Monkstone House
City Road
Peterborough
PE1 1JE

(Ref: AG/OF/FOR214/1)



GREENWOODS GRM

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INTRODUCTION

1. DEFINITIONS AND INTERPRETATION

1.1 In these articles, unless the context requires otherwise:

Articles	means the company's articles of association for the time being in force
Associated	means any subsidiary or holding company of the company or any
Company	other subsidiary of the company's holding company
Business Day	means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are open for the transaction of normal banking business
CA 2006	means the Companies Act 2006
Eligible Director	means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter)
Group Company	means a subsidiary undertaking or parent undertaking of the company, or a subsidiary undertaking of any parent undertaking of the company
Model Articles	means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these articles
Parent Company	means Salmon Topco Limited (Company No: 13841409)
Qualifying Person	has the meaning in article 16.3
Relevant Officer	means any director, or other officer, or former director, or other officer of the company or an associated company including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) CA 2006), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

1.2 Save as otherwise specifically provided in these articles, words and expressions which have particular meanings in the Model Articles have the same meanings in these articles,

subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the CA 2006 have the same meanings in these articles.

- 1.3 Headings in these articles are for convenience only and shall not affect the construction or interpretation of these articles.
- 1.4 A reference in these articles to an "article" is a reference to the relevant article of these articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - 1.5.1 any subordinate legislation from time to time made under it, whether before or after the date of adoption of these articles; and
 - 1.5.2 any amendment or re-enactment, whether before or after the date of adoption of these articles, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 A reference in these articles to a "subsidiary", "holding company", "undertaking", "subsidiary undertaking" or "parent undertaking" shall be construed in accordance with section 1159 and section 1162 of CA 2006 and for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), by way of security or in connection with the taking of security, or (b) its nominee.
- 1.8 Any words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 1.9 The Model Articles apply to the company, except in so far as they are modified or excluded by, or are inconsistent with, these articles.
- 1.10 Articles 8(3), 11(2) and (3), 13, 17(2), 19, 31, 44(2), 52 and 53 of the Model Articles do not apply to the company.

2. LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

DIRECTORS

3. DIRECTORS' GENERAL AUTHORITY

Any or all powers of the directors (or any of them) shall be restricted in such respects, to such extent and for such duration as a Parent Company may from time to time by notice in writing to the Company prescribe.

4. QUORUM FOR DIRECTORS' MEETINGS

Subject to article 7(2) of the Model Articles the quorum for the transaction of business at a meeting of directors is any two Eligible Directors or, where there is only one director in office for the time being, that director.

5. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

6. NUMBER OF DIRECTORS

Unless otherwise determined by notice given by the Parent Company, the number of directors shall not be subject to any maximum but shall not be less than one. A sole director shall have all the powers, duties and discretions conferred on or vested in the directors by these articles.

7. APPOINTMENT AND REMOVAL OF DIRECTORS

7.1 The Parent Company may at any time and from time to time by notice in writing to the Company appoint one or more persons to be a director or directors of the Company and to remove any director or directors from office (whether or not appointed pursuant to this article).

7.2 Model Article 18 shall be amended by the inclusion of the words:

7.2.1 "as director" after the words "resigning from office") in paragraph (f); and

7.2.2 "notification of the director's removal is received by the Company from the Parent Company pursuant to Article 7.1" as a new paragraph (g) at the end of that Model Article.

7.3 Any removal of a director pursuant to article 7.1 shall be without prejudice to any claim for breach of contract under any employment agreement between the Company and the director so removed.

7.4 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing to the company, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

8. DIRECTORS' REMUNERATION

8.1 Directors may undertake any services for the company that the Parent Company decides.

8.2 Directors are entitled to such remuneration as the Parent Company determines:

8.2.1 for their services to the company as directors; and

8.2.2 for any other service which they undertake for the company.

9. DIRECTORS' EXPENSES

Article 20 of the Model Articles is amended by the insertion of the words "with the prior written consent of the Parent Company" before the words "The company may" in article 20.1.

SHARES AND DISTRIBUTIONS

10. ISSUE OF NEW SHARES

The directors shall not exercise any power of the Company to allot shares or other securities in, or to grant rights to subscribe for, or convert into, shares or other securities of, the Company without the prior written consent of the Parent Company. Without limitation, the powers of the directors under section 550 of the Act are limited accordingly.

11. EXCLUSION OF STATUTORY PRE-EMPTION RIGHTS

Pursuant to section 567 CA 2006, the provisions of section 561 CA 2006 (existing shareholders' right of pre-emption) and section 562 CA 2006 (communication of pre-emption offers to shareholders) shall not apply to any allotment of equity securities (as defined in section 560 CA 2006) made by the company.

12. SHARE TRANSFERS

Article 26 of the Model Articles is amended by the deletion of paragraph (5) of that article and the insertion in its place of the following:

"(5) No shareholder shall transfer any share except with the prior consent in writing of the Parent Company.

(6) The directors shall register any duly stamped transfer made in accordance with this article and shall not have any discretion to register any transfer of shares which has not been made in compliance with this article."

13. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

13.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it shall be paid by:

13.1.1 such method of payment as the Parent Company shall by notice to the directors direct in accordance with article 22; or

13.1.2 any other means of payment as the directors may agree with the distribution recipient in writing.

13.2 In the articles, "distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

13.2.1 the holder of the share; or

13.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members.

14. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

Article 36(1) of the Model Articles is amended by the deletion of the words "an ordinary resolution" and the insertion in their place of the words "the Parent Company by notice in writing".

15. TRANSMITTEES BOUND BY PRIOR NOTICES

Article 29 of the Model Articles is amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".

DECISION MAKING BY SHAREHOLDERS

16. QUORUM FOR GENERAL MEETINGS

- 16.1 If the company has only one shareholder, one qualifying person present at a meeting is a quorum.
- 16.2 If the company has more than one shareholder, two qualifying persons present at a meeting are a quorum, unless each is a representative of a corporation or each is appointed as proxy of a shareholder and they are representatives of the same corporation or are proxies of the same shareholder.
- 16.3 For the purposes of these articles, a "qualifying person" is:
- 16.3.1 an individual who is a shareholder of the company;
 - 16.3.2 a person authorised to act as the representative of a corporation which is a shareholder in relation to the meeting; or
 - 16.3.3 a person appointed as proxy of a shareholder in relation to the meeting.

17. POLL VOTES

- 17.1 A poll may be demanded at any general meeting by any qualifying person present and entitled to vote at the meeting.
- 17.2 Article 44(3) of the Model Articles is amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made." as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

18. SERVICE OF NOTICE AND OTHER DOCUMENTS

- 18.1 Subject to articles 18.2 and 18.3, any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- 18.1.1 if delivered by hand, on signature of a delivery receipt or at the time the notice, document or other information is left at the address; or
 - 18.1.2 if properly addressed and sent by pre-paid United Kingdom first class post, Signed For recorded delivery or Special Delivery Guaranteed to an address in the United Kingdom, at 9.00 am on the second Business Day after posting; or
 - 18.1.3 if properly addressed and sent by pre-paid international airmail or reputable international courier to an address outside the country from which it is sent, at 9.00 am on the fifth Business Day after posting; or

- 18.1.4 if sent or supplied by e-mail, one hour after the notice, document or information was sent or supplied; or
 - 18.1.5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website; and
 - 18.1.6 if deemed receipt under the previous paragraphs of this article 18.1 would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of deemed receipt), at 9.00 am on the day when business next starts in the place of deemed receipt. For the purposes of this article, all references to time are to local time in the place of deemed receipt.
- 18.2 To prove service, it is sufficient to prove that:
- 18.2.1 if delivered by hand or by reputable international overnight courier, the notice was delivered to the correct address; or
 - 18.2.2 if sent by post or by international airmail, the envelope containing the notice was properly addressed, paid for and posted; or
 - 18.2.3 if sent by e-mail, the notice was properly addressed and sent to the e-mail address of the recipient.
- 18.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was addressed to an address permitted for the purpose by CA 2006.

19. INDEMNITY

- 19.1 Subject to the provisions of, and so far as may be consistent with, the CA 2006 and any other provision of law, but without prejudice to any indemnity to which a relevant officer may otherwise be entitled, the company shall indemnify every relevant officer out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties and/or the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office, including (without prejudice to the generality of the foregoing) any liability incurred by him in relation to any proceedings (whether civil or criminal) or any regulatory investigation or action which relate to anything done or omitted or alleged to have been done or omitted by him as a relevant

officer provided that, in the case of any director, any such indemnity shall not apply to any liability of that director:

19.1.1 to the company or to any of its associated companies;

19.1.2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

19.1.3 incurred:

19.1.3.1 in defending any criminal proceedings in which he is convicted or any civil proceedings brought by the company, or any of its associated companies, in which judgment is given against him; or

19.1.3.2 in connection with any application under any statute for relief from liability in respect of any such act or omission in which the court refuses to grant him relief,

19.1.3.3 in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234(5) CA 2006.

19.2 Every director shall be entitled to have funds provided to him by the company to meet expenditure incurred or to be incurred in connection with any proceedings (whether civil or criminal), investigation or action brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a director, provided that he will be obliged to repay such amounts no later than:

19.2.1 in the event he is convicted in proceedings, the date when the conviction becomes final;

19.2.2 in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or

19.2.3 in the event of the court refusing to grant him relief on any application under any statute for relief from liability, the date when refusal becomes final

in each case where the conviction, judgment or refusal of relief by the court is final within the meaning stated in section 234(5) CA 2006.

20. INSURANCE

20.1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss.

20.2 In this article a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company.

21. 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 to the Act, 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.

OVERRIDING PROVISIONS

22. MATTERS REQUIRING PARENT COMPANY CONSENT

22.1 To the extent of any inconsistency, the following provisions shall have overriding effect as against all other provisions of these articles.

22.2 The Parent Company may at any time and from time to time:

22.2.1 appoint any person to be a director of the company or remove from office any director howsoever appointed but so that in the case of a managing director or a director appointed to any other executive office his removal from office shall be deemed an act of the company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the company;

22.2.2 impose restrictions on all or any of the powers of the directors to such extent as the Parent Company may by notice to the company prescribe.

22.3 No shares or other securities in the company shall be issued or agreed to be issued, nor shall any rights to subscribe for or to convert into shares or any other securities of the company be granted or agreed to be granted without the consent of the Parent Company.

22.4 Any appointment, removal or notice of the Parent Company made or given under this article 22 shall be in writing served on the company and signed on behalf of the Parent Company by any one of its directors or by its company secretary (if any) or by some other person duly authorised for the purpose.

22.5 No person dealing with the company shall be concerned to see or enquire whether the powers of the directors have been in any way restricted pursuant to these articles or whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the company to or with any third party shall be invalid or ineffectual unless the third party has at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors.