Company number: 05589521

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

STAINLESS HANDRAIL SYSTEMS LIMITED

Circulation date: 24 November **2017**

In accordance with the provisions of Chapter 2 of Part 13 Companies Act 2006, the following resolution is proposed as resolutions of the Company (as indicated):

SPECIAL RESOLUTION

THAT the articles of association of the Company attached to this resolution (the Articles) be adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

Please read the notes at the end of this document before signifying your agreement to the resolutions.

The persons named below, being all the persons eligible to vote on the above resolutions on the circulation date, irrevocably agree to those resolutions.

Mark Anthony Busby

Date: 24/11/ 2017

Robert Edward Witcomb

Date: 24/11/ 2017

THURSDAY

A6KSGTK3

A22 07/12/2017 #349

COMPANIES HOUSE

NOTE:

1. If you agree with the resolutions, please sign and date this document and return it to the Company using one of the following methods:

   - **By hand**: delivering the signed copy to Gateley Plc, One Eleven Edmund Street, Birmingham B3 2HJ for the attention of Matthew Smith.
   - **Post**: returning the signed copy by post to Gateley Plc, One Eleven Edmund Street, Birmingham B3 2HJ for the attention of Matthew Smith.
   - **E-mail**: by attaching a scanned copy of the signed document to an e-mail and sending it to matthew.smith@gateleyplc.com Please enter "Written resolution" in the e-mail subject box.

   If you do not agree with the resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the resolutions, you may not revoke your agreement.

3. *The resolutions set out above will lapse if the required majority of eligible members have not* signified their agreement to them by the end of the period of 28 days beginning with the *circulation date set out above. If you agree to the resolutions, please ensure that your* agreement reaches us before that date.

4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Gateley Plc

DATED 24 November 2017

STAINLESS HANDRAIL SYSTEMS LIMITED

(company number 05589521)

ARTICLES OF ASSOCIATION

adopted on 24 November 2017

Ref MYS\121790.001
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Company number: 05589521

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

STAINLESS HANDRAIL SYSTEMS LIMITED

(adopted by special resolution passed on 24 November 2017)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles the following definitions will apply:

Act
the Companies Act 2006;

Adoption Date
the date of the adoption of these Articles by the Company;

Business Day
any day (other than a Saturday, Sunday or public holiday) during which banks in London are open for normal business;

Director
a duly appointed director of the Company for the time being;

Eligible Director
a Director who would be entitled to vote on a matter at a meeting of the Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter) and references to "eligible directors" in article 8 of the Model Articles shall be construed accordingly;

Group Company
the Company, any holding company of the Company and any subsidiary of such holding company, in each case for the time being;

Member
a registered holder of an issued Share from time to time, as recorded in the register of members of the Company;

Model Articles
the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 as amended prior to, and in force as at, the Adoption Date;

Relevant Security
any Share, or any right to subscribe for or convert any securities into any Share; and

Shares
an ordinary A share of £1, ordinary B share of £1 and ordinary C share of £1 in the capital of the Company having the rights and being subject to the restrictions set out in these Articles.

1.2 These Articles and the provisions of the Model Articles (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

1.3 In these Articles a reference to:

1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the Adoption Date and

any subordinate legislation made under the statutory provision before or after the Adoption Date;

1.3.2 a "subsidiary" shall include a reference to a "subsidiary" and a "subsidiary undertaking" (each as defined in the Act) and a reference to a "holding company" shall include a reference to a "holding company" and a "parent undertaking" (each as defined in the Act);

1.3.3 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists), and

1.3.4 writing includes any mode of reproducing words in a legible and non-transitory form other than email and fax;

1.3.5 "these Articles" is to these articles of association (including the provisions of the Model Articles incorporated in them), and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles and the Act.

1.4 The contents table and headings in these Articles are for convenience only and do not affect the interpretation or construction of these Articles.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.7 These Articles shall be binding on and shall survive for the benefit of the personal representatives and successors-in-title of each Member.

2. ISSUE OF SHARES

2.1 The Directors are generally and unconditionally authorised for the purposes of section 551 of the Act to exercise any power of the Company to allot Relevant Securities. The authority granted under this article 2.1 shall:

2.1.1 be limited to a maximum amount in nominal value of £4;

2.1.2 only apply in so far as it is not renewed, waived or revoked by ordinary resolution of the Members; and

2.1.3 expire on the day immediately preceding the fifth anniversary of the Adoption Date, provided that the Directors may allot Relevant Securities after the expiry of such period in pursuance of an offer or agreement to do so made by the Company within such period.

2.2 The Directors may allot, grant or otherwise dispose of Relevant Securities to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that no Share shall be issued at a discount.

2.3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to the Company.

3. TRANSFER OF SHARES

3.1 Notwithstanding anything contained in these Articles or in the Model Articles, the Directors shall not decline to register any transfer of Shares, nor may they suspend registration thereof where such transfer:

3.1.1 is to any bank, funder or institution to which such Shares have been charged by way of security, or to any nominee of such bank, funder or institution (a "**Secured Institution**");

3.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the Shares;

3.1.3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security;

and furthermore notwithstanding anything to the contrary contained in these Articles or in the Model Articles, no transferor of any Shares in the Company or proposed transferor of such Shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to provide any prior written notice to the Company or to offer the Shares which are or are to be the subject of any such transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise to require such Shares to be transferred to them whether for consideration or not.

3.2 The Company shall have no lien on any Shares which have been charged by way of security to a Secured Institution.

3.3 Any pre-emption rights contained in these Articles shall not apply in relation to any Shares which have been charged by way of security to a Secured Institution by any shareholder of the Company from time to time.

4. **PROXIES**

Article 45(1) of the Model Articles shall be amended by the insertion of the following as a new paragraph at the end of Article 45(1): "and a proxy notice which is not delivered in such manner shall be invalid unless the Directors, in their discretion, accept the proxy notice at any time before the meeting.".

5. **APPOINTMENT AND REMOVAL OF DIRECTORS**

The Member(s) who from time to time holds more than 50% of the issued Shares may, from time to time and on more than one occasion appoint any person who is willing to act to be a Director and, from time to time and on more than one occasion, remove a Director from office. Any appointment or removal pursuant to this article 5 shall be made by notice in writing to the Company signed by or on behalf of the relevant Member(s). Such notice (*which may consist of several documents in similar form each signed by or on behalf of one* or more Members) must be left at or sent by post to the registered office of the Company and the appointment or removal (as the case may be) shall take effect when the notice is received by the Company or, if later, on such date (if any) as may be specified in the notice.

6. **ALTERNATE DIRECTORS**

6.1 Any Director (in this article 6, an **appointor**) may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to:

6.1 1 exercise that director's powers; and

6.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor.

6.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors.

6.3 The notice must:

6.3.1 identify the proposed alternate; and

6.3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

6 4 An alternate Director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor.

6.5 Save as provided otherwise in these Articles, alternate Directors:

6.5.1 are deemed for all purposes to be Directors;

6.5.2 are liable for their own acts and omissions;

6.5.3 are subject to the same restrictions as their appointors; and

6.5.4 are not deemed to be agents of or for their appointors,

and, in particular, each alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member.

6.6 A person who is an alternate Director but not a Director:

6.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);

6.6.2 may participate in a unanimous decision of the Directors (but only if his appointor is an Eligible Director in relation to that decision and does not himself participate); and

6 6.3 shall not be counted as more than one Director for the purposes of articles 6.6.1 and 6.6.2.

6.7 A Director who is also an alternate Director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an Eligible Director in relation to that decision), but shall not count as more than one Director for the purposes of determining whether a quorum is present.

6.8 An alternate Director is not entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the remuneration of the alternate's appointor as the appointor may direct by notice in writing to the Company. An alternate Director shall be entitled to be reimbursed by the Company such expenses as might properly be reimbursed to him if he were a Director.

6.9 The appointment of an alternate Director terminates:

6.9.1 when the alternate's appointor revokes the appointment by notice in writing to the Company specifying when it is to terminate;

6.9.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;

6.9.3 on the death of the alternate's appointor;

6.9.4 when the appointment of the alternate's appointor as a Director terminates; or

6.9.5 when written notice from the alternate, resigning his office, is received by the Company.

7. PROCEEDINGS OF DIRECTORS

7.1 Save where the Company has a sole Director, two Eligible Directors, present either in person or by a duly appointed alternate, shall be a quorum. For the purpose of any meeting held to authorise a director's conflict of interest under article 9 if there is only one Eligible Director in office other than the conflicted Director(s), the quorum for such meeting shall be one Eligible Director. Article 11(2) of the Model Articles shall not apply to the Company.

7.2 If the number of votes for and against a proposal at a Directors' meeting are equal the chairman or other Director chairing the meeting shall have a casting vote, provided that the chairman or such other Director shall not have a casting vote if he is not an Eligible Director for the purposes of the relevant directors' decision. Article 13 of the Model Articles shall not apply to the Company.

8. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

8.1 Subject to sections 177 and 182 of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way (whether directly or indirectly) interested in an existing or proposed transaction or arrangement with the Company:

8.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

8.1.2 shall be an Eligible Director for the purposes of any proposed decision of the Directors (or a committee of Directors) in respect of such contract or proposed contract in which he is interested;

8 1.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision of the Directors, in respect of such contract or proposed contract in which he is interested;

8.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

8.1.5 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

8.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

8.2 Articles 14(1) to 14(4) of the Model Articles shall not apply to the Company.

9. **DIRECTORS' CONFLICTS OF INTEREST**

9.1 The Directors may, in accordance with the requirements set out in this article 9, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid situations which conflict or possibly may conflict with the interests of the Company (a **Conflict**).

9 2 Any authorisation under this article will be effective only if:

9.2.1 the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine;

9.2 2 any requirement as to the quorum at the meeting of the Directors at which the matter is considered is met without counting the Director in question; and

9.2.3 the matter was agreed to without the Director in question or would have been agreed to if his vote had not been counted.

9.3 Any authorisation of a Conflict under this article 9 shall be recorded in writing (but the authorisation shall be effective whether or not the terms are so recorded) and may, whether at the time of giving the authorisation or subsequently:

9.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;

9.3.2 be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine; and

9.3.3 be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation

9.4 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Company and in respect of

which he owes a duty of confidentiality to another person, the Director is under no obligation to:

9.4.1 disclose such information to the Directors or to any Director or other officer or employee of the Company; or

9.4.2 use or apply any such information in performing his duties as a Director,

where to do so would amount to a breach of that confidence.

9.5 Where the Directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide that the Director:

9.5.1 is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

9.5.2 is not given any documents or other information relating to the Conflict; and

9.5.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

9.6 Where the Directors authorise a Conflict:

9.6.1 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict; and

9.6.2 the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

9.7 A Director may, notwithstanding his office, be a director or other officer of, or employed by or otherwise interested in any Group Company and no authorisation under article 9.1 shall be necessary in respect of such interest.

9.8 Any Director appointed pursuant to article 5 shall be entitled from time to time to disclose to the Member(s) who appointed him such information concerning the business and affairs of the Company as he may, in his absolute discretion, see fit.

9.9 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

10. SECRETARY

The Directors may appoint any person who is willing to act as the Secretary of the Company for such term, on such remuneration and on such conditions as they may think fit and may from time to time remove or replace such person.

11. SERVICE OF DOCUMENTS

11.1 Any notice, document or other information given in accordance with these Articles shall be deemed served on or delivered to the intended recipient:

11.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

11.1.2 if properly addressed and sent by reputable international overnight courier to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, 5 Business Days after posting provided that delivery in at least 5 Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;

11.1.3 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

11.1.4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

11.1 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.

For the purposes of this article 11 1, no account shall be taken of any part of a day that is not a working day.

11.2 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 delivered to an address permitted for the purpose by the Act.

12. **INDEMNITY**

12.1 Subject to article 12.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

12.1.1 each relevant officer shall be indemnified 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, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company (or any associated company); and

12.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 12.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

12.2 This article 12 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

12.3 In this article 12 and in article 13:

12.3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

12.3.2 a **relevant officer** means any director or other officer or former director or other officer of the Company or any associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or any 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).

12.4 Article 52 of the Model Articles shall not apply to the Company.

13. **INSURANCE**

13.1 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 loss or liability which has been or may be incurred by that relevant officer in connection with his 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.

13.2 Article 53 of the Model Articles shall not apply to the Company.

14. **PURCHASE OF OWN SHARES OUT OF CASH**

The Company may purchase its own Shares to the extent permitted by section 692(1ZA) of the Act.