

COMPANY NUMBER: 02330586

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF

AVONSIDE ROOFING LIMITED ("THE COMPANY")

CIRCULATION DATE: 30th June 2008

TUESDAY



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COMPANIES HOUSE

In accordance with the provisions of Chapter 2 of Part 13 of the Companies Act 2006 the directors of the company propose that the following resolutions be passed as special resolutions of the Company

SPECIAL RESOLUTIONS

- 1 That pursuant to the requirements of sub-section 155(4) of the Companies Act 1985 (the "1985 Act") (i) the giving, by the Company, of financial assistance within the meaning of section 152 (1) of the 1985 Act to inter alia, Avonside Group Services Limited (company number 6591179) (the "Purchaser") is in the best interests of and for the benefit of the Company, being for the purposes of the acquisition of the entire issued share capital of the ultimate holding company of the Company, Mowhawk Roofing Supplies Limited, (the "Acquisition") as more particularly referred to in the statutory declaration of the directors of the Company on form 155(6) a (the "Declaration") (the original having been supplied to the sole member of the Company at or before the time at which these resolutions were supplied to it for signature) and that such financial assistance be and is hereby approved, (ii) the Company's creation, execution of and performance of its obligations under or otherwise associated with (as the case may be) each of the Financial Assistance Items (as defined below) be and it they are hereby approved and (iii) the Declaration and auditors' report (produced and supplied to the sole member of the Company on account of it being attached as an annexure to the Declaration) be and they are also hereby approved
- 2 That the following documents/arrangements and the performance, by the Company, of its obligations thereunder (as the case may be) be and they are hereby approved and that each director of the Company be and he or she is hereby authorised and directed to enter into and execute, on behalf of the Company (whether acting alone or with any other director of the Company or the Company secretary as may be required and with such amendments as he or she in his or her absolute and unfettered discretion shall think fit) such documents (as the case may be) to the extent required to be made by/entered into and/or signed/executed by the Company
 - 2.1 a letter from AIB Commercial Services Limited (Ireland company number 148062) (the "Lender") addressed to the Company amending the terms of a debt purchase agreement made between the Lender and the Company and dated 17 September 2003,

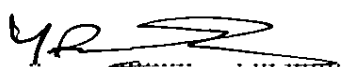
- 2 2 a cross guarantee and indemnity to be entered into between (1) Mowhawk Roofing Supplies Limited (company number 5508943) ("**Mowhawk**"), (2) the Company (3) Burke & Shaw Limited (company number 4847719) ("**B&S**"), (4) the Purchaser and (5) Anthony Burke pursuant to which, inter alia, the Company shall guarantee payment by the Purchaser of all money and liabilities from time to time owing to Anthony Burke pursuant to or in connection with a £250,000 loan agreement to be entered into between (1) Anthony Burke and (2) the Purchaser in connection with the Acquisition,
- 2 3 a cross guarantee and indemnity to be entered into between (1) Mowhawk, (2) the Company (3) B&S, (4) the Purchaser and (5) Keith Kershaw pursuant to which, inter alia, the Company shall guarantee payment by the Purchaser of all money and liabilities from time to time owing to Keith Kershaw pursuant to or in connection with a £150,000 loan agreement to be entered into between (1) Keith Kershaw and (2) the Purchaser in connection with the Acquisition,
- 2 4 a cross guarantee and indemnity to be entered into between (1) Mowhawk, (2) the Company (3) B&S, (4) the Purchaser and (5) Timothy Hawkes pursuant to which, inter alia, the Company shall guarantee payment by the Purchaser of all money and liabilities from time to time owing to Timothy Hawkes pursuant to or in connection with series A secured loan notes 2008 to be issued to Timothy Hawkes by the Purchaser in connection with the Acquisition,
- 2 5 a cross guarantee and indemnity to be entered into between (1) Mowhawk, (2) the Company (3) B&S, (4) the Purchaser and (5) Andrew Morley pursuant to which, inter alia, the Company shall guarantee payment by the Purchaser of all money and liabilities from time to time owing to Andrew Morley pursuant to or in connection with series A secured loan notes 2008 to be issued to Andrew Morley by the Purchaser in connection with the Acquisition,
- 2 6 a cross guarantee and indemnity to be entered into between (1) Mowhawk, (2) the Company (3) B&S, (4) the Purchaser and (5) David Winter pursuant to which, inter alia, the Company shall guarantee payment by the Purchaser of all money and liabilities from time to time owing to David Winter pursuant to or in connection with series C secured loan notes 2008 to be issued to David Winter by the Purchaser in connection with the Acquisition,
- 2 7 a fixed and floating charge to be entered into between (1) the Company and (2) Anthony Burke pursuant to which, inter alia, the Company shall grant fixed and floating charges in favour of Anthony Burke, over the property and assets more particularly set out therein,
- 2 8 a fixed and floating charge to be entered into between (1) the Company and (2) Keith Kershaw, pursuant to which, inter alia, the Company shall grant fixed and floating charges in favour of Keith Kershaw, over the property and assets more particularly set out therein,
- 2 9 a fixed and floating charge to be entered into between (1) the Company and (2) Timothy Hawkes, pursuant to which, inter alia, the Company shall grant fixed and floating charges in favour of Timothy Hawkes, over the property and assets more particularly set out therein,
- 2 10 a fixed and floating charge to be entered into between (1) the Company and (2) Andrew Morley, pursuant to which, inter alia, the Company shall grant fixed

and floating charges in favour of Andrew Morley, over the property and assets more particularly set out therein,

- 2 11 a fixed and floating charge to be entered into between (1) the Company and (2) David Winter, pursuant to which, inter alia, the Company shall grant fixed and floating charges in favour of Andrew Morley, over the property and assets more particularly set out therein,
- 2 12 an intra-group loan agreement to be entered into between (1) the Purchaser (as Borrower) and (2) the Company (as Lender) pursuant to which the Company would make available loan facilities and other amounts as expressly stated therein and being up to a maximum aggregate amount of £3,000,000 ,
- 2 13 a deed of priorities to be entered into between (1) AIB Commercial Services (2) David Winter (3) Anthony Burke and Keith Kershaw (4) Timothy Hawkes and Andrew Morley and (5) the companies listed in Schedule 1 thereto (and being each of the Company, B&S, Mowhawk and the Purchaser),
- (together, the ("**Financial Assistance Items**"),
- 2 14 a letter of support to be signed by the Purchaser and addressed to the Company under the Intra-Group Loan Agreement for the purposes of, inter alia, confirming the Purchaser's commitment to support the working capital requirements of the addressee of such letter from time to time,

in each case (where applicable) in the form produced and supplied to the sole member of the Company at or before the time at which these resolutions have been supplied to it for signature

Signed by the sole member of the Company which as at the date of these resolutions would be eligible to vote on the above special resolutions within the meaning of section 289 of the Companies Act 2006

Signed by 
Duly authorised representative for and on behalf of
Burke & Shaw Limited

Dated this 30th June 2008

NOTE:

The resolutions set out above will lapse if the required majority of eligible members have not signified their agreement to it by 30th June 2008. If you agree to the resolutions please ensure that your agreement reaches us before that date

If you agree with the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the company using one of the following methods

- By Hand delivering the signed copy to the Company secretary at the registered office
- Post returning the signed copy by post to the Company secretary at the registered office

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

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

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