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* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



2330586

Name of company

*AVONSIDE ROOFING LIMITED (the "Company")

Date of creation of the charge

30 JUNE 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

FIXED AND FLOATING CHARGE (the "Charge")

Amount secured by the mortgage or charge

All monies, liabilities and obligations now or in the future owed or
incurred by the Company to the Lender arising under the terms of.

- a loan agreement entered into between the Lender and Avonside Group
Services Limited on 30 June 2008 pursuant to which the Lender loaned to
Avonside Group Services Limited the sum of £150,000,

- a cross guarantee and indemnity granted by the Company, Burke & Shaw
Limited, Mowhawk Roofing Supplies Limited and Avonside Group Services
Limited in favour of the Lender, or

- the Charge,

and whether as principal or as surety, and including (without limitation)
interest, commission, costs, charges and expenses arising thereunder.

Names and addresses of the mortgagees or persons entitled to the charge

Keith Kershaw of 9 Fern Valley Chase, Todmorden, Lancashire (the
"Lender")

Postcode OL14 7HB

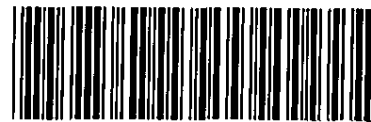
Presenter's name, address and
reference (if any)

Lewis Hymanson Small
Solicitors LLP
South Central
11 Peter Street
Manchester M2 5QR

Time critical reference

For official use (02/2006)
Mortgage Section

WEDNESDAY



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09/07/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheets 1 and 2

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A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Signed Ch Lewis Hymanson Small LLP Date 07-07-2008

On behalf of [company] [~~mortgagee/chargee~~] [†]

[†] Delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is - Companies House, Crown Way, Cardiff CF4 3UZ.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Forms Nos 395 and 410 (Scot)

Company number

2330586

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Name of company

AVONSIDE ROOFING

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Com 395cont-2/4

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete legibly, preferably in black type, or bold block lettering

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Short particulars of all the property mortgaged or charged (continued)

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1 By way of first fixed equitable charge all and any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and all things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants' fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land ("Land") which the Company or borrower acquires in the future;

2 By way of separate first fixed charges.-

2.1 all the goodwill and uncalled capital of the Company, present or future;

2.2 all the right title and interest of the Company, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person

2.3 all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof,

2.4 all the right title and interest of the Company (now or in the future) in or to any of the following.

(a) any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above,

(b) any invention, copyright, design right or performance right; and

(c) any trade secrets, know-how and confidential information;

(d) the benefit of any agreement or licence for the use (by the Borrower and any other person) of any such right,

2.5 all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including without limitation credit balances on any account at any bank or financial institution other than the account or accounts as the Lender may from time to time stipulate to the Company, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but not including any asset or right effectively charged by way of fixed charge under any other provision of clause 3 of the Charge;

2.6 any sum payable to the Company (and any right to recover any such sum)

(a) by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land, and

(b) by way of rent or otherwise for or in connection with the possession or use of; or in respect of any trespass to or conversion of, any chattel; except in so far as the same is effectively charged by way of fixed charge by clause 3.1.1 or 3.1.2 of the Charge,

(continued on continuation sheet 2)

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Particulars of a mortgage or charge (continued)

Continuation sheet No ²
to Forms Nos 395 and 410 (Scot)

Please complete
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Company number

2330586

*Delete if
inappropriate

Name of company

AVONSIDE ROOFING

Limited*

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Com 395cont-2/4

Please do not write Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)
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Please complete
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Short particulars of all the property mortgaged or charged (continued)

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2.7 all the rights of the Company, now or in the future, arising out of or in connection with any agreement:-

(a) for the acquisition of any property (real or personal) by the Company (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by clause 3.1.1 of the Charge) including without limitation any option to acquire property; or

(b) for the hire, hire purchase, lease or loan of any property (real or personal), to the Company (except as provided in clause 1 1.1(a) of the Charge);

2 8 all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Charge;

2 9 all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building ("Fixed Plant and Equipment"), and

2.10 all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not a thing of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants' fixtures or Fixed Plant and Equipment, (including without limitation any moulds, patterns, tools (other than hand tools and consumable tooling) dies and jigs)

3 By way of first floating charge the undertaking and all those undertaking, property and assets of the Company whatsoever and wheresoever present or future which are not for any reason effectively charged by the Charge by way of fixed charge or mortgage.

4 The floating charge created by clause 3.1 3 of the Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

5 The Company covenanted not, without the prior written consent of the Lender:-

5 1 to create (otherwise than in favour of the Lender) any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set - off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Borrower's business ("Encumbrance"), or to allow any Encumbrance to arise or continue, on or over any of the undertaking, property and assets of the Company whatsoever and wheresoever present or future,

5.2 to part with or dispose of any of the undertaking, property and assets of the Company whatsoever and wheresoever present or future charged by way of fixed charge or mortgage, or

5.3 to part with or dispose of all or any of the undertaking, property and assets of the Company whatsoever and wheresoever present or future charged by way of floating charge except in the ordinary course of carrying on its business as a going concern



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 2330586
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED & FLOATING CHARGE
DATED 30 JUNE 2008 AND CREATED BY AVONSIDE ROOFING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO KEITH KERSHAW UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
9 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 JULY 2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES