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in black type, or
bold block lettering

* 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

37

02802407

Name of Company

Amss Developments Limited

(the "Mortgagor")

Date of creation of the charge

27th December 2007

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

Mortgage Deed (the "Mortgage")

Amount secured by the mortgage or charge

- 1) All money and liabilities whether actual or contingent (including further advances made after the date of the Mortgage by the Bank and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due owing or incurred to some other person and have subsequently become due owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),
- 2) Interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time then) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time thereon select,
- 3) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgage (including any acts necessary to release the Mortgaged Assets (as defined in the Mortgage) from this security) or in enforcing the security thereby created on a full and unqualified indemnity basis, and
- 4) any fees charged by the Bank for time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Mortgage
Such fees shall be payable at such rate as may be specified by the Bank

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

Lloyds TSB Bank plc
CSC - LEEDS SECURITIES, DEPT
PO BOX 5, 6/7 PARK ROW, LEEDS. LS1 5LB
(the "Bank")

Presentor's name address and
reference (if any)

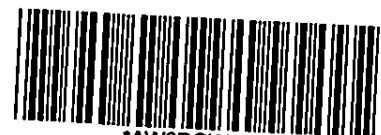
Reg DAW
GELDARDS LLP
12X 11509
DERBY 1

Time critical reference

For official use (06/2007)

Mortgage Section

SATURDAY



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COMPANIES HOUSE

Please complete
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black type, or bold
block lettering

- (b) by way of floating charge all present and future stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment at any time placed on or used in or about (but not forming part of) the Mortgaged Property and in each case belonging to the Mortgagor or in which the Mortgagor has any interest (the "Mortgaged Chattels")
- 3 By way of assignment with full title guarantee, the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licences (if any) (including any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law (as defined in the Mortgage)) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment subject to re-assignment upon payment of all the Secured Obligations (as defined in the Mortgage)
- 4 By way of assignment with full title guarantee the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property subject to re-assignment upon payment of all the Secured Obligations
- 5 By way of fixed charge with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property, the entitlement to such share or shares and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (the "Shares") as a continuing security for the payment to the Bank of the Secured Obligations
- 6 By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arise in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations

The Mortgagor may not without the prior consent in writing of the Bank

- (a) (i) (except as expressly provided for in the Mortgage) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of or deal in any other way with, the Mortgaged Assets (as defined in the Mortgage) (other than the Mortgaged Chattels)
- (ii) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business,
- (b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s)) over all or any part of the Mortgaged Assets,
- (ii) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b) (i) above

By sub-clause 5 6(a) of the Mortgage, the Mortgagor covenanted that it would pay into its account or accounts with the Bank the proceeds of book and other debts, monetary claims and choses in action, rentals and other amounts charged by way of fixed charge under the Mortgage provided that the Bank shall be deemed to receive such rentals and such other amounts referred therein pursuant to the fixed charge contained in that sub-clause and not pursuant to the charge over the Mortgaged Property or as Mortgagee in possession

SCHEDULE

The Freehold/~~Leasehold~~ property known as or being

LAND TO THE REAR OF SUNNY VIEW AND MOUNT VIEW,
ASHBOURNE ROAD, LEEK, STAFFORDSHIRE

including the entirety of the property comprised in the document(s) particulars of which are set out below

Date	Description (Conveyance, Lease, Assignment, Assent, etc)	Parties
Land Certificate(s)	Administrative Area	
Title No (s)	SF 406842	STAFFORDSHIRE MOORLANDS

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02802407

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 27th DECEMBER 2007 AND CREATED BY AMOS DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JANUARY 2008

DA all



Companies House
— for the record —

