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Particulars of a mortgage or charge

115539/13
LLP
395

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

CHFP118

Please do not
write in this
margin

To the Registrar of Companies

For official use

LLP number

(Address overleaf)

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OC329467

Please
complete in
typescript, or
in bold black
Capitals

Full Name of Limited Liability Partnership

(the "Partnership")

AAK Developments LLP

Date of creation of the charge

✓ 15th October 2007

Description of the instrument creating or evidencing the charge

S LEGAL MORTGAGE (OWN ACCOUNT)

Amount secured by the mortgage or charge

All sums of money which the Partnership may now or at any time in the future owe to Clydesdale Bank PLC (trading as Yorkshire Bank) (the "Bank"); and all liabilities which the Partnership may now or at any time in the future owe to the Bank.

The sums of money and liabilities referred to above shall include:

- FF
- * sums and liabilities due or owing by the Partnership alone and/or jointly with any other person;
 - * sums and liabilities owed as guarantor, indemnifier or security giver for any other person
 - * sums and liabilities which may or may not become payable depending on the outcome of future events including any sums and liabilities which would become payable on demand by the Bank.
 - * sums and liabilities owed by the Partnership to another person, the rights to which have been transferred to the Bank
 - * sums and liabilities owed on current or any other account
 - * interest at the applicable rate or rates the Bank agrees with the Partnership from time to time in respect of any sum of money or liability, and if no rate has been agreed between the Bank and the Partnership for any particular sum of money or liability, interest at such rate as the Bank may select from the rates agreed between the Bank and the Partnership in respect of any other sum of money or liability, in all circumstances, computed and compounded as agreed between the Partnership and the Bank, or if there is no agreement, in accordance with the Bank's current practice from time to time, both before and after any judgment is obtained by the Bank.
 - * banking charges and all costs and expenses (including the Bank's own internal management and administrative costs and legal costs on a full indemnity basis) incurred by the Bank or any receiver appointed by the Bank in exercising the Bank's rights or the receiver's rights under the Legal Mortgage, calculated as agreed between the Partnership and the Bank, or if there is not agreement, in accordance with the Bank's current practice from time to time.

Please give the
name, address,
telephone
number and e-mail
(if available) of the
person
Companies

Name and address of the mortgagee or persons entitled to the charge

CLYDESDALE BANK PLC whose registered office is at 30 St Vincent Place, Glasgow, G1 2HL

House should
contact if there is
any query
(DX addresses
are acceptable for
this purpose if you
have one)

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

KRASKE BROWN SOLICITORS
84 TRIAR LANE
NOTTINGHAM NG1 6E1
6/ PAT / AAKDEI-1
Time critical reference

For Official Use
Mortgage Section

TUESDAY



AC28BU89

A01

30/10/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. The Partnership charges to the Bank by way of legal mortgage the property described in Schedule 1 below (the "Property").
2. The Partnership assigns to the Bank
 - * any option to purchase or right of pre-emption to acquire the freehold or superior leasehold or to have a new lease of the Property.
 - * any proceeds of sale, letting or other disposition of the Property.
 - * any guarantees, insurance or compensation monies relating to the Property or any authorisation, permit, registration certificate or licence of any kind in force in connection with the Property
 - * any share or membership rights in a residents' association or management company relating to the Property, and
 - * any other benefit or right of any kind relating to the Property, its use, construction or title
3. The Partnership assigns to the Bank the goodwill belonging to the Partnership of all businesses from time to time carried on at the Property with the benefit of all authorisations, permits, registration certificates or licences of any kind which the Partnership may hold in connection with such businesses.
4. The Partnership also charges to the Bank:
 - 4.1 by way of fixed charge the equipment and goods (if any) listed in Schedule 2 and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the Property, and
 - 4.2 by way of floating charge all other movable plant, machinery, furniture, equipment, goods and other effects which are from time to time on the Property.

Note:

- A The Bank may at any time by written notice to the Partnership convert the floating charge over any assets specified in the notice into a fixed charge.
- B The Legal Mortgage contains a prohibition on the Partnership creating or allowing any mortgage, charge, pledge, lien, assignment by way of security or other security interest of any kind on the Property.

Please
complete in
typescript, or
In bold black
Capitals

Schedule 1

The Property

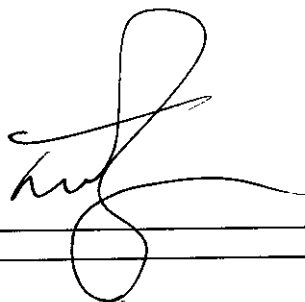
UNIT A3 LANGMAN PARK, HOWS LANE,
STANTON BY DANE, DERBYSHIRE. P425

Schedule 2

The equipment and goods subject to fixed charge

None
[if none, specify "None"]

Signed



Date 29.10.2007

On behalf of chargee

The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff, CF4 3UZ

As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2000

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985 as applied to Limited Liability Partnerships pursuant to Paragraph 4 and Schedule 2 of the Limited Liability Partnerships Regulations 2000.

LLP No. OC329467

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED THE 15th OCTOBER 2007 AND CREATED BY AAK DEVELOPMENTS LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP TO CLYDESDALE BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON THE 30th OCTOBER 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th NOVEMBER 2007.

P. Cer.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —