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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

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2
CO

395

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

1210

02976055

Name of company

* Modus (Wigan) Limited ("Chargor")

Date of creation of the charge

4 April 2007

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

Deed of Legal Charge ("Legal Charge") dated 4 April 2007 made between (1) Modus Properties (Wigan) Limited and Modus (Wigan) Limited ("Initial Chargor") (2) The Chargors from time to time and (3) Norwich Union Mortgage Finance Limited as Trustee for itself and the other Lenders (as defined below) from time to time ("Trustee")

Amount secured by the mortgage or charge

All moneys, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by any Group Member (as defined below) to the Trustee or any Lender (as defined below) or for or in respect of which any Group Member may be liable to the Trustee or any Lender whether present or future, actual or contingent on any account whatsoever and in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including, without limitation, interest, legal and other costs, charges and expenses ("Indebtedness")

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

Norwich Union Mortgage Finance Limited as Trustee for itself and the other Lenders
Sentinel House, 37 Surrey Street, Norwich, Norfolk

Postcode NR1 3UY

Presenter's name address and
reference (if any)

DLA Piper Rudnick Gray Cary UK LLP
Princes Exchange
Princes Square
LEEDS
LS1 4BY

DR/JTH/58250/120182

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

THURSDAY



A48

A11J10UV
19/04/2007
COMPANIES HOUSE

350

Short particulars of all the property mortgaged or charged

- 1 As security for the payment and discharge of its obligations and in respect of the Indebtedness each Chargor (as defined below) with full title guarantee, and to the intent that the security created shall rank as a continuing security, charges to the Trustee
- a) by way of legal mortgage the Property (as defined below),
- b) by way of fixed charge, all moneys from time to time deposited with the Trustee on the terms set out in Schedule 6 to the Legal Charge, and
- c) by way of floating charge, such of its Undertaking (as defined below) which is not otherwise from time to time effectively assigned, mortgaged or charged pursuant to 1(a), 1(b) or 2

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

DLB Piper UK LLP

Date 18/04/07

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

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

† 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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* Modus (Wigan) Limited ("Chargor")

Addendum 1/4

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

Addendum 2/4

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

Addendum 3/4

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

Addendum 4/4

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

2 As security for the payment and discharge of its obligations and in respect of the Indebtedness, each Chargor with full title guarantee hereby assigns absolutely and agrees to assign absolutely to the Trustee (subject to re-assignment on discharge of the Indebtedness) all rights and claims (including, without limitation, all proceeds of insurance) to which the Chargor is now or may hereafter become entitled in relation to the Property

DEFINITIONS

"Borrowing Group" means Modus Properties (Wigan) Limited and any company from time to time which is a holding company or subsidiary of Modus Properties (Wigan) Limited and any subsidiary undertaking or associate of any such company (as defined below)

"Chargor" means any company (including the Initial Chargor) which shall have granted or otherwise provided any Encumbrance (as defined below) in favour of the Trustee over any of its assets under or pursuant to the Legal Charge or any deed supplemental thereto, and which shall not for the time being have ceased to be a Chargor pursuant to the provisions of the Legal Charge, the original Chargors being Modus Properties (Wigan) Limited and Modus (Wigan) Limited

"Encumbrance" means any mortgage, standard security, pledge, hypothecation, title retention, lien, charge, assignment by way of security or other agreement or arrangement having the effect of conferring security

"Group Member" means each member of the Borrowing Group (as defined above) (including the Initial Chargor) from time to time which has an obligation to any Lender in relation to the Indebtedness

"Lender" means the Trustee, Aviva plc and any company which is or becomes a holding company of any such company or subsidiary or associate of any such company or holding company which lends or has lent to, or is at any time owed moneys by, any Group Member

"Property" means

Name of company

*insert full name
of Company

* Modus (Wigan) Limited ("Chargor")

The freehold land and buildings known as 1 and 13 to 25 (odd) Standish Gate, and land and buildings on the north side of Crompton Street, Wigan, registered at the Land Registry under Title Number GM966893, and the freehold land and buildings known as 25 and 27 Standishgate, Wigan, registered at the Land Registry under title number GM661089, or such of them as shall for the time being remain subject to the Legal Charge including all buildings, erections and fixtures and fittings (but excluding tenants' fixtures and fittings) and fixed plant, equipment and machinery for the time being thereon and all improvements and additions thereto and all easements, benefits, rights and licences appurtenant thereto subject to and with the benefit of all leases, underleases, tenancies, agreements for lease, rights, options, covenants, indemnities, guarantees, warranties and conditions affecting the same and all proceeds of sale therefrom but otherwise free from Encumbrance and includes all other property which from time to time shall become subject to the Legal Charge pursuant to clauses 4 and 7 of the legal charge and references to the Property include references to any part thereof

"Undertaking" means the property, assets, rights and revenues of any Chargor, whatsoever and wheresoever, present and future, including the uncalled share capital (if any) or such of them as the context requires

NOTE 1

- a) Clause 5 2 (e) of the Legal Charge provides that a Chargor shall not without the prior written consent of the Trustee create or permit to exist any Encumbrance or otherwise dispose of, deal with or part with or share possession of the Property or any interest therein nor make or suffer to be made any material change or addition whatsoever in or to the use of the Property or agree to do any of the foregoing,
- b) Clause 6 1 (a) provides that a Chargor shall not without the prior written consent of the Trustee assign, charge or in any other way divert the payment of any rents due in respect of the Property away from that Chargor,
- c) Clause 6 1 (b) provides that a Chargor shall not without the prior written consent of the Trustee enter into or permit to subsist any floating charge or other Encumbrance over the whole or a substantial part of its Undertaking which would entitle any person to appoint an administrative receiver, and
- d) Clause 6 1 (d) provides that a Chargor still shall not without the prior written consent of the Trustee enter into any agreement which has a material adverse effect upon the Chargor's ability to perform its obligations under the Legal Charge

NOTE 2

The Legal Charge contains a further assurance provision

The Legal Charge provides the Trustee with power to appoint an administrative receiver in relation to the Chargor

The Legal Charge provides that the floating charge created therein is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02976055

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 4th APRIL 2007 AND CREATED BY MODUS (WIGAN) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY ANY GROUP MEMBER TO NORWICH UNION MORTGAGE FINANCE LIMITED AS TRUSTEE FOR ITSELF AND THE OTHER LENDERS OR ANY LENDER ON ANY ACCOUNT WHATSOEVER 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 19th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th APRIL 2007

A handwritten signature in black ink, appearing to be 'R. R.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES