

M

CHFP025

Please do not
write in
this margin

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

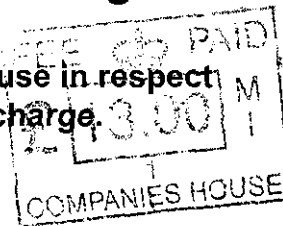
*insert full name
of Company

COMPANIES FORM No. 395

134148/1104

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.



395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[1131]

5622821

Name of company

* Modus Alpha General Partner Limited (Company)

Date of creation of the charge

31 January 2007

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

Charge Over Shares (Charge) in favour of The Governor and Company of the
Bank of Scotland (Bank).

Amount secured by the mortgage or charge

All or any money and liabilities which shall from time to time (and whether on or
at any time after demand) be due, owing or incurred in whatsoever manner to the
Bank by the Parent and the Company, whether actually or contingently, solely or
jointly and whether as principal or surety (or guarantor or cautioner), including
any money and liabilities of the Parent and the Company to a third party which have
been assigned or novated to or otherwise vested in the Bank and including interest,
discount, commission and other lawful charges or expenses which the Bank may in the
course of its business charge or incur in respect of any of those matters or for
keeping the Parent's and/or the Company's account, and so that interest shall be
computed and compounded according to the usual the Bank rates and practice (or as
otherwise agreed in writing) after as well as before any demand made or decree
obtained under or in relation to the Charge.

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

The Governor and Company at the Bank of Scotland, The Mound, Edinburgh

Postcode EH1 1YZ

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

Addleshaw Goddard
100 Barbirolli Square
Manchester
M2 3AB
2-1741750-1

WEBBL/91259-32

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



AHEEON3X

A30

15/02/2007

693

COMPANIES HOUSE

1 Covenant to Pay

- 1.1 The Company, as primary obligor and not merely as surety, covenants that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable.
- 1.2 If the Company shall fail to pay any amount under the Charge when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Bank.

continued...

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Addlesham Goddard

Date

13 February 2007

On behalf of [company] [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 Alpha General Partner Limited (Company)

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 description 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 Charge

2.1 The Company, with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities, hereby charges in favour of the Bank by way of first fixed charge:

2.1.1 its entire right, title and interest in and to the Shares; *being*

2.1.2 all rights, money or property of a capital nature at any time accruing on, or payable or receivable in respect of, any of the Shares whether by way of bonus, consolidation, conversion, exchange, option, preference, return of capital or otherwise; and

2.1.3 all rights, money or property of an income nature, whether by way of dividend, distribution, interest or otherwise.

(together the **Charged Assets**).

2.2 The Company will not without the prior written consent of the Bank:

2.2.1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien, encumbrance right of set-off (except in favour of the Bank) or any trust agreement, declaration of trust, or trust arising by operation of law in respect of all or any of the Charged Assets; or

2.2.2 sell, transfer, assign or otherwise dispose of all or any of the Charged

Name of company

*insert full name
of Company

* Modus Alpha General Partner Limited (Company)

Assets; or

2.2.3 in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Assets.

2.3 The rights hereby charged to the Bank shall be released to the Company upon its written request and at its cost on payment or discharge in full of the Secured Liabilities to the satisfaction of the Bank.

2.4 To the extent that the Charged Assets constitute Financial Collateral, the Company agrees that such Charged Assets shall be held or designated so as to be under the control of the Bank for all purposes of the Financial Collateral Regulations.

3 Deposit

3.1 The Company shall forthwith upon its execution of the Charge deliver to the Bank:

3.1.1 a signed and duly stamped share transfer form in respect of the Original Shares in favour of the Bank (or the Nominee);

3.1.2 all share (or stock) certificates and other documents of title in respect of the Original Shares;

3.1.3 a copy (certified a true copy by a director of the Company) of the articles of association of Modus Alpha in force at the date of the Charge; and

3.1.4 all other documents requested by the Bank in respect of the Original Shares,

in each case in order for the Bank to perfect its title to the Original Shares or for vesting or enabling it to vest the Original Shares in itself (or the Nominee) or in any purchaser to the intent that the Bank may at any time without notice present them for registration.

3.2 If at any time the Company holds any Shares other than the Original Shares it will, promptly upon acquiring any interest in such shares, notify the Bank of such acquisition. All of such additional shares shall stand charged in favour of the Bank by way of first fixed charge and the Company will enter into such additional charge or other documents (if any) as the Bank may require in respect of them.

3.3 The Company shall forthwith upon its acquisition of any shares as referred to in clause 3.2 above deliver to the Bank each of the documents referred to in clause 3.1 above in respect of those additional shares.

4 Voting Rights and Dividends

4.1 Subject to the terms of clause 4.2 below, the Company shall be entitled:

4.1.1 to exercise all voting rights in respect of the Shares; and

Name of company

*Insert full name
of Company

* Modus Alpha General Partner Limited (Company)

4.1.2 to receive all dividends declared, paid or payable in respect of the Shares,

in each case until the date on which the Bank notifies the Company in writing that the Charge has become enforceable as referred to in clause 7 below.

4.2 With effect from the date on which the Bank notifies the Company that this Charge is enforceable in accordance with the terms of clause 7 below, all voting rights in respect of the Shares and all other rights attached to the Charged Assets may be exercised (without any obligation to do so) by the Bank (or the Nominee) in such a manner as it shall (in its absolute discretion) see fit and all dividends and other distributions declared, payable, paid or made in respect of the Shares shall be paid or made to and retained by the Bank and may be applied by the Bank in accordance with clause 11 of the Charge.

4.3 The Company will promptly pay all calls or other payments, and will discharge all obligations which may become due in respect of the Shares. If the Company fails to make payment of any call or other sum that may be or become payable in respect of the Shares, then the Bank may (but shall not be obliged to) pay any such call or other sum and the Company hereby irrevocably and unconditionally undertakes to repay to the Bank all such amounts so paid by the Bank together with interest from the date of such payment at the Default Rate. All amounts incurred by the Bank in accordance with the terms of this clause 4.3 (and any interest thereon) shall form part of the Secured Liabilities in terms of the Charge.

5 Undertakings

5.1 The Company shall not without the prior written consent of the Bank:

5.1.1 permit any person to be registered as the holder of all or any of the Shares (other than the Bank or the Nominee);

5.1.2 exercise (or purport to exercise) any voting rights in respect of the Shares in any manner which may have an adverse effect on the value of any of the Charged Assets or the ability of the Bank to enforce this Charge including, without limitation, the amendment of the articles of association of the Company;

5.1.3 take or allow the taking of any action which may result in any shares in the capital of Modus Alpha being issued after the date of this Charge (other than to the Company);

5.1.4 cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets;

5.1.5 benefit (by subrogation or otherwise) from any rights the Bank may have or any present or future guarantee, indemnity, security interests, rights or remedy held by or available to the Bank in respect of the Secured Liabilities;

5.1.6 exercise or enforce (or attempt to do so) any rights which the Company may have

Name of company

*insert full name
of Company

* Modus Alpha General Partner Limited (Company)

against the Parent or any other person (including without limitation the Bank) which arise by reason of payment of the Secured Liabilities;

5.1.7 take the benefit of, share in or enforce any such guarantees, indemnities, security interests, rights or remedies or indemnity of the Secured Liabilities or any part of it; or

5.1.8 claim any set-off or counterclaim against the Parent or prove in the bankruptcy or liquidation of the Parent.

5.2 The Company shall:

5.2.1 at all times comply with the terms of the Charge and of all agreements relating to the Secured Liabilities;

5.2.2 if and when required by the Bank, grant in its favour (or as the Bank shall direct) such fixed or specific security or charge or assignment over all or any of the Charged Assets as the Bank may require;

5.2.3 comply in all respects with the terms of the memorandum and articles of association of Modus Alpha;

5.2.4 promptly notify the Bank of the allotment or issue of any shares in the capital of Modus Alpha to any person after the date of the Charge;

5.2.5 promptly pay all calls made from time to time in respect of any unpaid money in relation to the Shares; and

5.2.5 promptly upon request by the Bank deposit with the Bank all deeds, certificates and documents of title relating to the Charged Assets or any part of them.

5.3 Without prejudice to the terms of clause 5.1, the Company agrees that any money or asset it receives in contravention of clause 5.1 or by virtue of the rights specified in clause 5.1 will be held by the Company on trust for the Bank to be applied as if such money or asset was received by the Bank under the Charge.

6 Protection of Security

6.1 The Company agrees that the Charge is and shall be in addition and without prejudice to any other security or rights which the Bank holds or may hold in respect of all or any of the Secured Liabilities.

6.2 The Charge will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.

6.3 The obligations of the Company under the Charge will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or

Name of company

*insert full name
of Company

* Modus Alpha General Partner Limited (Company)

in part, including (without limitation):

- 6.3.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Bank may have now or in the future from or against the Company, the Parent or any other person in respect of the Secured Liabilities;
 - 6.3.2 any act or omission by the Bank or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company, the Parent or any other person or the invalidity or unenforceability of any such security or guarantee;
 - 6.3.3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Bank (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Parent, the Company or any other person;
 - 6.3.4 any grant of time, indulgence, waiver or concession to the Company, the Parent or any other person;
 - 6.3.5 any arrangement or compromise entered into between the Bank and the Company, the Parent or any other person;
 - 6.3.6 the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Company, the Parent or any other person;
 - 6.3.7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Company, the Parent or any other person;
 - 6.3.8 any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, bankruptcy, liquidation, winding-up, receivership or dissolution proceedings or from any law, regulation or order.
- 6.4 The Bank shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to the Charge or by law to:
- 6.4.1 take any action or obtain judgment or decree in any court against the Company and/or the Parent;
 - 6.4.2 make or file any claim to rank in a winding up or a liquidation of the Parent and/or the Company;
 - 6.4.3 enforce or seek to enforce any other security taken, or exercise any right or

Name of company

*insert full name
of Company

* Modus Alpha General Partner Limited (Company)

plea available to the Bank, in respect of the Secured Liabilities.

6.5 Any settlement or discharge between the Company and the Bank shall be conditional upon no security or payment granted or made to the Bank by the Company or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, insolvency, bankruptcy, liquidation, winding-up, receivership or dissolution for the time being in force and accordingly (but without prejudice to any other rights of the Bank) the Bank shall be entitled to recover from the Company the value or amount of such security or payment from the Company as if such settlement or discharge had not occurred.

7 Enforcement

7.1 The security constituted by the Charge shall become enforceable upon and at any time after the occurrence of any of the following events:

7.1.1 if the Parent and/or the Company has failed to pay all or any of the Secured Liabilities following a demand for payment by the Bank;

7.1.2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;

7.1.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind-up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Company or any part of its undertaking or assets;

7.1.4 the making of a request by the Company for the appointment of a Receiver;

7.1.5 if the Company breaches any of the provisions of the Charge;

7.1.6 if an Event of Default occurs.

8 Powers

8.1 At any time after the Charge has become enforceable, the Bank may in its absolute discretion enforce all or any part of the security created by the Charge as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Act and all or any of the powers and discretions conferred by the Charge.

8.2 At any time after the Charge has become enforceable (or if requested by the Company), the Bank may by writing under hand signed by any officer of the Bank appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets.

8.3 Section 103 of the Act will not apply to this Charge and the Bank may exercise its power of sale and other powers under that or any other Act or the Charge at any time

Name of company

*insert full name
of Company

* Modus Alpha General Partner Limited (Company)

after the date of the Charge.

- 8.4 Section 93 of the Act will not apply to the Charge.
- 8.5 At any time after the Charge has become enforceable the Bank shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to all or any of the Charged Assets which could have been exercised by the Company including:
- 8.5.1 power to sell or otherwise dispose of all or any of the Charged Assets;
- 8.5.2 power to receive all or any money payable in respect of or in connection with all or any of the Charged Assets;
- 8.5.3 power to negotiate, compromise and/or agree any dispute arising out of all or any of the Charged Assets.
- 8.4 The Bank may exercise all or any of the powers referred to in the Charge in such manner and to such extent as the Bank considers appropriate (in its sole discretion) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Charged Assets.
- 8.5 Neither the Bank nor any Receiver shall be liable to account to the Company as mortgagee in possession in respect of all or any of the Charged Assets and shall not be liable to the Company for any loss or damage arising from the exercise by the Bank or any Receiver of all or any of the powers conferred by this Charge or the Act.
- 8.6 At any time after the Charge becomes enforceable, the Bank may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Assets or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Company. All money paid by the Bank to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

9 New Accounts

At any time following the Bank receiving notice (actual or constructive) that all or any of the Charged Assets have been encumbered by the grant of any fixed security, floating charge or other security right or have been disposed of, the Bank will be entitled to close the Company's then current account or accounts and to open a new account or accounts with the Company and (without prejudice to any right of the Bank to combine accounts) no money paid in or carried to the Company's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any closed account. If the Bank does not open a new account or accounts, the Bank will nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to the Bank will be credited or be treated as having been credited to the new account or accounts and will not reduce the amount of the Secured

Name of company

*insert full name
of Company

* Modus Alpha General Partner Limited (Company)

Liabilities.

10 Appropriation

To the extent that Charged Assets constitute Financial Collateral and are subject to a Security Financial Collateral Arrangement created by the Charge, the Bank shall have the right, at any time after the Charge becomes enforceable, to appropriate all or any part of those Charged Assets in or towards the payment or discharge of the Secured Liabilities. The value of any Charged Assets appropriated in accordance with this clause shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index, or as determined by such other method as the Bank may select (including independent valuation). The Company agrees that the methods of valuation provided for in this clause 16 are commercially reasonable for the purposes of Regulation 18 of the Financial Collateral Regulations.

11 Further Assurance

The Company (at its own cost) will on demand in writing by the Bank or any Receiver execute and deliver (in such form as the Bank or any Receiver may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as the Bank or any Receiver may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Charge or for facilitating the realisation of the Charged Assets charged by the Charge or the exercise of any rights of the Bank or any Receiver hereunder.

In this Form 395 the following terms shall have the following meanings:

Definitions

Act means the Law of Property Act 1925;

Charged Assets means the assets and rights charged in terms of the Charge;

Default Rate means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor;

Event of Default means any event listed in Schedule 6 to the Facility Letter;

Facility Letter means the facility letter dated 31 January 2007 by the Bank to the Parent in relation to facilities of £8,800,000 (as such letter is amended, varied, supplemented, novated or replaced from time to time);

Financial Collateral shall have the meaning given to that expression in the Financial Collateral Regulations;

Financial Collateral Regulations means the Financial Collateral Arrangements (No. 2)

Name of company

*insert full name
of Company

* Modus Alpha General Partner Limited (Company)

Regulations 2003 (S.I. 2003 No. 3226);

Nominee means a nominee company acting for the Bank, as notified by the Bank to the Company from time to time;

Original Shares means the shares described in the Schedule below;

Parent means Modus Alpha Property Partners LP (with registered number LP11049) acting through its general partner Modus Alpha General Partner Limited (registered number 5622821)

Receiver means an administrative receiver, receiver and manager or a receiver in each case appointed under this Charge;

Security Financial Collateral Arrangement shall have the meaning given to that expression in the Financial Collateral Regulations; and

Shares means the Original Shares together with all other shares in the capital of Modus Alpha Nominees (No 13) Limited (Company Number 6065142) held from time to time by the Company.

Name of Company (including Company Number)	Number of Shares	Class of Shares	Nominal value of Shares
Modus Alpha Nominees (No. 13) Limited (Company Number 6065142)	1	Ordinary	£1

Company number

5622821

Name of company

*insert full name
of Company

* Modus Alpha General Partner Limited (Company)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05622821

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES DATED THE 31st JANUARY 2007 AND CREATED BY MODUS ALPHA GENERAL PARTNER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND THE PARENT 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 15th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th FEBRUARY 2007.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —