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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

CHFP025

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Please complete
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in black type, or
bold block lettering

*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [] [] []

05812219

Name of company

* **MIA DEVELOPMENTS LIMITED** ("Company")

Date of creation of the charge

22 MAY 2007

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

Mortgage Debenture ("Deed")

Amount secured by the mortgage or charge

All or any monies, obligations and liabilities whether certain or contingent, present or future, which are now or may at any time hereafter be or become payable, due or owing to the Bank by the Company whether solely or jointly and whether as principal or surety or in respect of which the Company may otherwise be or become liable to the Bank on any account whatsoever including (without prejudice to the generality of the foregoing) the principal amount of all loans or advances made or to be made to or for the accommodation or at the request of the Company all fees, costs, expenses (including legal, surveyors, valuers and other costs on a full indemnity basis), commission, discount, charges and other sums incurred by the Bank in relation to the Indebtedness of the Deed or any guarantee or security now or hereafter held for the Indebtedness or in enforcing payment whether against the Company or others together with interest to the date of repayment (as well after as before any judgment) at such rate or rates as may from time to time be payable under the terms of any Facility Agreement ("Indebtedness").
For definitions, please see continuation sheet 1, page 2.

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

CLOSE BROTHERS LIMITED ("Bank")
10 Crown Place, London

Postcode EC2A 4FT

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

DLA Piper Rudnick Gray Cary
3 Noble Street
London
EC2V 7EE

Ref: 74555/120074

Time critical reference

For official Use (02/00)
Mortgage Section

Post room

THURSDAY



A806ZPT5

A18

24/05/2007

720

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1. SECURITY

1.1 For the purpose of securing the payment and/or repayment of the Indebtedness the Company charged with full title guarantee its undertaking and all its property and other assets of whatsoever nature both present and future including its uncalled capital for the time being and the security created shall rank by way of:

1.1.1 a fixed charge (which so far as it relates to land in England and Wales and Northern Ireland vested in the Company at 22 MAY 2007 shall be charged by way of legal mortgage) of the following namely all estates and other interests in freehold, leasehold and/or unregistered immovable property wheresoever situate as at 22 MAY 2007 or thereafter belonging to the Company (including without limitation the registered and other land in England and Wales specified or referred to in the schedule) and all buildings, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on any such freehold, leasehold and other immovable property which including for the avoidance of doubt includes all Real Property and all Charged Property;

continued on continuation sheet 1, page 4

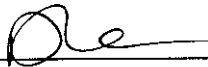
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Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date 23 MAY 2007

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

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

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

† delete as appropriate

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

05812219

Name of Company

MIA DEVELOPMENTS LIMITED ("Company")

Limited*

* delete if
inappropriate

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

In this deed unless there is something in the subject or context inconsistent therewith the following expressions shall have the following meanings:

"Agreement for lease" shall mean all agreement, contracts, options or undertakings whether as at 22 MAY 2007 or thereafter in existence for or in relation to the creation of any estate, interest or right in or over the Real Property or any part thereof (including without limitation in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Real Property);

"Book Debts" shall mean each and all parts of the Charged Property from time to time charged pursuant to clause 3.1.6 of the Deed;

"Charged Property" shall mean each and all part(s) of the property, rights, assets and income of the Company from time to time charged or assigned to the Bank (whether by way of fixed or floating charge or assignment) by or pursuant to the Deed;

"Event of Default" shall mean any one of the events specified in clause 8 of this Deed;

"Facility Agreement" shall mean any agreement between the Company and the Bank in respect of any banking facilities made available to the Company by the Bank together with any subsequent amendments thereto or replacements thereof agreed between the Bank and the Company;

"Planning Acts" shall mean a reference to any Act or Acts of Parliament for the time being in force and relating to town and country planning;

"Real Property" shall mean each and all parts of the Charged Property from time to time charged by the Company pursuant to clauses 3.1.1 and 3.1.2 of the Deed all of which Real Property is referred to at the schedule hereto;

"Rent Account" shall mean the account to be opened for the receipt of Rental Income in accordance with clause 3.1.10.2 of the Deed;

"Rental Income" shall mean the gross rents, licence fees and other monies receivable now or at any time hereafter by the Company in respect of or arising out of any lease of the Real Property or any Agreement for Lease or otherwise without limitation derived by or paid to or received by the Company in respect of the Real Property (including without limitation all mesne profits) but excluding insurance rents or service charges or the like and any value added tax thereon; and

"Security Interest" shall mean any mortgage, charge, pledge, lien, hypothecation, right of set-off, right of preference or any security interest (including without limitation title, transfer and retention arrangements) whether fixed or floating whatsoever howsoever created or arising

SCHEDULE

Charged Property

1. All that freehold land known as Fiveways House, Tudor Road, Leicester as the same is registered at the Land Registry with title absolute under title number LT32213.
2. All that freehold land known as 2 Nugent Street, Leicester (first floor premises only) as the same is registered at the Land Registry with title absolute under title number LT373662.

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

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1.1.2 a fixed equitable charge of all estate or interests in any freehold or leasehold property at any time in the future belonging to the Company and all buildings, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on any such property at any time during the continuance of this security belonging to the Company including for the avoidance of doubt all Real Property and all Charged Property;

1.1.3 a fixed charge by way of legal mortgage on the plant and machinery, chattels, vehicles, computers and/or other equipment of the Company together with any part or parts thereof and all additions, alterations, accessories, replacement and renewals of component parts thereto together with the benefit of any obligations, warranties and rights given by or arising against any person in connection with the supply or manufacture thereof;

1.1.4 a fixed charge of all stocks, shares or other securities as at 22 MAY 2007 or at any time during the continuance of the security belonging to the Company together with all dividends or other rights and interests in respect thereof or incidental thereto or deriving or accruing therefrom;

1.1.5 a fixed charge by way of assignment of all its goodwill and by way of fixed charge its uncalled capital as at 22 MAY 2007 or at any time thereafter in existence and future calls (whether made by the directors of the Company or by a receiver appointed hereunder or a liquidator);

1.1.6 a fixed charge by way of legal assignment of the book debts of the Company and all other monetary debts and claims (including things in action which give rise to a debt or debts including the proceeds of any interest rate cap agreements, interest and currency swaps and other financial instruments) and all cash at bank as at 22 MAY 2007 and from time to time due or owing to the Company (together with all security therefore or indemnities in respect thereof) or other rights enabling the Company to enforce the same;

1.1.7 a fixed charge by way of legal assignment on all the copyright in all drawings, designs, specifications, plans and other written materials relating to any products from time to time manufactured by the Company and all other intellectual property rights (including but without prejudice to the generality of the foregoing) all trademarks and designations on or patterns of the labels and packages of any products from time to time manufactured by the Company and all manufacturing and sales rights in relation to any products from time to time manufactured by the Company;

1.1.8 a fixed charge by way of assignment of the benefit to the Company of all rights and claims to which the Company is as at 22 MAY 2007 or may thereafter become entitled in relation to the Real Property including (but without limitation) all rights and claims of the Company against all persons who as at 22 MAY 2007 are or who at any time have been or may become lessees, sub-lessees or licensees of the whole or any part or parts of the Real Property and all guarantors and sureties for the obligations of such persons to hold the same unto the Bank;

1.1.9 a fixed charge by way of assignment of the Company's interest in:

1.1.9.1 the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the professional advisers as at 22 MAY 2007 or at any time engaged by the Company in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items as at 22 MAY 2007 or from time to time in the buildings erected or to be erected on the Charged Property and any other person, firm or company as at 22 MAY 2007 or from time to time under contract with or under a duty to the Company including (without limitation) the right to prosecute in the name of the Company any proceedings against any such person in respect of any act, omission, neglect, default, breach of ...

continued on continuation sheet 2, page 4

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

05812219

Name of Company

MIA DEVELOPMENTS LIMITED ("Company")

Limited*

* delete if
inappropriate

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

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

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contract or breach of duty whether relating to the design, construction, inspection or supervision of the construction of any of the said buildings or to the quality or fitness for use of such plant, machinery, fixtures, fittings and other items or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any of such persons;

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in black type, or
bold block lettering**

1.1.9.2 the benefit of all rights and claims to which the Company is now or may hereafter become entitled under all building contracts relating to all or any part of the Real Property entered into by the Company or to be entered into by the Company and all guarantees, warranties and representations given or made by and any rights and remedies against all or any building contractors at any time engaged in relation to all or any part of the Real Property including all liquidated and ascertained damages under any such building contract and all invoices, fees, notes, bills, documents and papers in respect thereof and (without limitation) the right to prosecute in the name of the Company any proceedings against any such persons in respect of any act, omission, neglect, default, breach of contract or breach of duty whether relating to the design, construction, inspection or supervision of the construction of any buildings forming part of the Real Property or to the quality or fitness for use of any part of the Real Property or otherwise howsoever and the benefit of all sums recovered in any proceedings against all or any such persons;

1.1.10 a fixed charge by way of assignment (insofar as the Company is able):

1.1.10.1 the benefit of all Agreements for Lease and all the proceeds of any payment of any claim, awards and judgments arising out of such Agreements for Lease and all sums paid or payable to the Company under or in respect of any such Agreements for Lease including (without limitation) all deposits under any Agreements for Lease;

1.1.10.2 the benefit of all Rental Income and all right, title and interest to and in the same and the benefit thereof and the right to make demand for and to receive the same but so that nothing in this sub-clause nor any express arrangement in respect of the Rental Income under any Facility Agreement shall constitute the Bank as mortgagee in possession and the Company covenants at any time during the continuance of the security to give to the Bank such information in regard to the Rental Income as the Bank shall require and if so requested to instruct all or any tenants of the Real Property to pay the Rental Income direct to an account with the Bank or such other bank as the Bank may designate in the name of the Company. Without prejudice to any other remedy of the Bank in case of default by the Company in payment of interest the Bank shall be entitled without demand or notice to the Company to appropriate all or any sums from time to time standing to the credit of the Rent Account in full or partial satisfaction of the interest from time to time due from the Company to the Bank but not so as to limit the rights of the Bank in respect of such Rent Account once a demand for repayment has been made the Bank may without further demand or notice to the Company appropriate the whole or any part of the sums then or thereafter standing to the credit of the Rent Account in or towards satisfaction of the Indebtedness (and if less than the whole as the Bank shall select);

1.1.10.3 all that interest of the Company in any insurance policies maintained in respect of the Real Property;

1.1.11 a floating charge on all the undertaking and all the other stock-in-trade, work-in-progress, pre-payments and other property assets and rights of the Company both present and future not subject to a fixed charge or assignment under the Deed (and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge so created).

1.2 Each of the charges created by the Deed shall rank fixed in order of priority as first fixed or floating (as may be specified) charges or assignments (as may be specified).

continued on sheet 3, page 4

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

05812219

Name of Company

MIA DEVELOPMENTS LIMITED ("Company")

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

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1.3 The Company shall not during the continuance of the security constituted by the Deed without the previous consent in writing of the Bank create or permit to subsist any Security Interest on any of the Charged Property nor sell, transfer or otherwise dispose of its undertaking or any portion thereof nor sell, assign, discount, factor, charge or otherwise dispose of or deal with the Book Debts, claims and rights charged by it under the Deed.

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bold block lettering*

1.4 Without prejudice to the generality of the security constituted by the Deed it was declared that the security created shall not be satisfied by any partial or intermediate payment but shall constitute continuing security for the payment of all sums, obligations and liabilities present or future, actual or contingent which shall on the execution of the Deed or at any time thereafter be or become owing by the Company to the Bank in any manner or on any account whatsoever notwithstanding any settlement of account, the reduction of repayment of the amount for the time being owing or any other matter or thing whatsoever.

The security created by the Deed is independent of and in addition to and shall not be in any way prejudiced to affected by and shall not prejudice or affect any other security or securities which the Bank may as at 22 MAY 2007 or from time to time hold or take from or on account of the Company whether from the Company or any other person.

1.5 If at any time the Indebtedness has been fully discharged and repaid and the Company has no actual or contingent liability to the Bank the Bank shall (at the request, full cost and in such manner as the Company shall reasonably require) release or re-assign to the Company (as the case may be) the Charged Property without recourse or warranty and otherwise release the Company from the security hereby created by the Deed.

2. GENERAL PROVISIONS

2.1 The Bank may at any time following the occurrence of an Event of Default by notice in writing to the Company convert the floating charge created by the Deed into a specific charge as regards any assets specified in the notice.

2.2 The Company shall at any time at any time at the request of the Bank but at the cost of the Company execute any other or further legal mortgage, charge or other instrument conferring a fixed charge in such form as the Bank may require or such other charge as the Bank may in its discretion think fit over any of the Real Property for the purpose of securing all monies and liabilities intended to be thereby secured.

3. CONDUCT OF BUSINESS

The Company shall, if called upon to do so at any time by the Bank in such form as the Bank shall require and whenever requested by the Bank and at the Company's cost execute over all or any of the Real Property a further charge or charges by way of legal mortgage or legal sub-mortgage as the case may be in favour of the Bank.

RESTRICTIONS

During the continuance of the security no persons shall be registered under the Land Registration Act as proprietor of the Real Property or any part thereof without the consent in writing of the Bank and the Company shall not without the prior written consent of the Bank create or permit to arise in respect of any Real Property any unregistered interests which override first registration under schedule 1 of the Land Registration Act 2002 ("LRA") or which override registered dispositions under schedule 3 to the LRA (as the case may be) or permit any person to become entitled to any proprietary right or interest which might reasonably be expected to affect the value of any Real Property charged by the Deed or other Charged

continued on continuation sheet 4, page 4

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

05812219

Name of Company

MIA DEVELOPMENTS LIMITED ("Company")

Limited*

* delete if
inappropriate

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

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

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Property thereon and the costs incurred by the Bank in lodging from time to time a caution against registration of the Real Property shall be deemed to be costs properly incurred by it under the Deed.

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bold block lettering***

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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. 05812219

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED THE 22nd MAY 2007 AND CREATED BY MIA DEVELOPMENTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CLOSE BROTHERS LIMITED 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 24th MAY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MAY 2007.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES