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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

141034/312

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

1812

849073

Name of company

* Royal Bank of Canada Trust Corporation Limited (Chargor)

Date of creation of the charge

19 January 2009

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

Assignment of Rental Income made between, amongst others, the Chargor and
Bank of Scotland plc (Bank) (Assignment)

Amount secured by the mortgage or charge

All or any monies and liabilities which will at the date of the Assignment
and any time after (and whether on or at any time after demand) be due,
owing or incurred in whatsoever manner to the Bank by the Borrower or the
General Partner, whether actually or contingently, solely or jointly and
whether as principal or surety and whether or not the Bank shall have been
an original party to the relevant transaction, and including interest,
discount, commission and other lawful charges or expenses which the Bank
may properly in the course of its business charge or incur in respect of
any of those matters or for keeping the Borrower's or the General Partner's
account, and so that interest shall be computed and compounded in
accordance with the terms of the Facility Letter (Secured Liabilities)

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

Bank of Scotland^{plc} as Bank whose registered office is The Mound, Edinburgh
(Bank)

Postcode EH1 1YZ

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

Addleshaw Goddard LLP
Sovereign House
Sovereign Street
Leeds
LS1 1HQ

281085-1

Time critical reference
ONEIV/312162-310

For official Use (02/06)
Mortgage Section

SATURDAY



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24/01/2009

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COMPANIES HOUSE

1. Assignment

1.1 To the extent of its interests (whether joint or several, legal or beneficial), the Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities in the Assignment assigns to the Bank by way of security all of its right, title and interest in and to the Rental Income.

1.2 Subject to the terms of the Facility Letter and following the occurrence of an event of default which is continuing, the Bank may (but shall not be obliged to), and the Chargor shall promptly on request by the Bank (but not otherwise), give to any relevant third parties such Notice of Assignment of Rental Income in respect of the Assigned Property (and the Chargor shall use all reasonable endeavours to obtain such Acknowledgement of Assignment of Rental Income thereof) as the Bank may reasonably require.

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*Please complete
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bold block
lettering*

Particulars as to commission allowance or discount (note 3)

nil

Signed Addleshaw Goddard LLP Date 23.1.09

On behalf of ~~XXXXXXXXXXXXXX~~ [chargee] †

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

Notes

† delete as
appropriate

- 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

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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)

1.3 After the occurrence of an event of default which is continuing, the Chargor shall at the request of the Bank pay all monies hereby assigned or agreed to be assigned or arising from or in connection with any part of the Assigned Property to an account of the Borrower or the General Partner with the Bank (the "Account") details of which will be provided by the Bank to the Chargor but which will in any event be an account other than that or those in the name of and utilised by the Borrower prior to such event of default, or as the Bank from time to time may direct.

2. Application of Rental Income

The Chargor hereby authorises the Bank without notice to the Chargor to apply such amounts as shall at the date of the Assignment and in the future be standing to the credit of the Account in and towards satisfaction of all or any of the Secured Liabilities at the date of the Assignment and in the future.

3. Continuing Security

Without prejudice to the generality of paragraph 1 is made for the purpose of securing further advances and shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatever and shall be without prejudice and in addition to any other right, remedy or security whether by way of mortgage, equitable charge or otherwise however which the Bank may at the date of the Assignment and in the future or after or but for the security thereby created would have on or in respect of the undertaking property and assets of the Chargor whatever and wherever present at the date of the Assignment and in the future or any part thereof for and in respect of the monies and liabilities thereby secured or any part thereof.

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In this form the following terms shall have the following meanings:

Account means an account designated "Rental Income Account" notified by the Bank to the Chargor

Acknowledgement of Assignment of Rental Income means an acknowledgement of assignment of Rental Income substantially in the form set out in schedule 3 of the Assignment

Assigned Property means (to the extent of its interests, whether joint or several, legal or beneficial) all of the Chargor's rights, title, interest and benefit to and in the Rental Income and any other rights, title, interest and benefit assigned to the Bank pursuant to paragraph 1.1

Borrower means Mayfair General Partner (Income) Limited (registered in England with number 4524848) as general partner of the limited partnership carrying on business under the name of the MC INCOME PLUS FUND (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration number LP 009402)

Continuing means in relation to an event of default, that it has not either:

(a) been waived by the Bank in writing; or

(b) been remedied by the Borrower or the General Partner such that the resulting position is what it would have been if such event of default had not occurred

General Partner means Mayfair General Partner (Income) Limited (registered in England with number 4524848)

Facility Letter means the letter dated 28 September 2004 addressed by the Bank to Mayfair General Partner (Income) Limited (in its own capacity and as general partner of the MC Income Plus Fund) (as such agreement may be supplemented, varied or amended from time to time)

Notice of Assignment of Rental Income means a notice of assignment of Rental Income substantially in the form set out in schedule 2 of the Assignment

Rental Income means the aggregate of all amounts payable to or for the benefit or account of the Chargor in connection with the letting of the Property or any part thereof by the Occupational Leases, including (without duplication or limiting the generality of the foregoing) each of the following amounts so payable:

(a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;

(b) any guarantee of any rent however described;

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(c) any increase of rent payable by virtue of an offer falling within the proviso of section 3(1) Landlord and Tenant Act 1927;

(d) any rent payable by virtue of a determination made by the Court under section 24(A) Landlord and Tenant Act 1954;

(e) sums received from any deposit held as security for performance of any tenant's obligations;

(f) any other moneys payable in respect of occupation and/or usage of the Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;

(g) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;

(h) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Chargor from any party) in furtherance of such proceedings so taken or claim so made;

(i) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;

(j) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease or occupancy agreement; and

(k) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same;

but after deducting the following amounts to the extent included above:

(i) those amounts (if any) (together with any value added or similar taxes charged thereon) due to the Chargor from any tenants under any Occupational Lease or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by the Chargor under any repairing or similar obligations or in providing services to such tenant or tenants of such building;

(ii) any contribution to a sinking fund paid by any tenant or other occupier; and

(iii) any value added tax or similar taxes payable on any of the items listed in paragraphs (a)-(k) above.

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Occupational Leases means all tenancy agreements and leases of whole or part of the Property

Property means all that freehold land and property known as Yeoford Way, Marsh Barton
Trading Estate, Exeter, EX2 8HL title number DN509574



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 849073
CHARGE NO. 82**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF RENTAL
INCOME DATED 19 JANUARY 2009 AND CREATED BY ROYAL
BANK OF CANADA TRUST CORPORATION LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
BORROWER TO BANK OF SCOTLAND PLC 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 24 JANUARY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 JANUARY
2009**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**