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COMPANIES FORM No. 395

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

CHFP025

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1818

00849073

Name of company

\* ROYAL BANK OF CANADA TRUST CORPORATION LIMITED (the "Assignor")

Date of creation of the charge

6 July 2009

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

Assignment of Rental Income by the Assignor in favour of the Security Trustee dated 29 June 2009 (the "Assignment").

Amount secured by the mortgage or charge

The payment and discharge of (a) all obligations of each Obligor owed or expressed to be owed to the Finance Parties whether owed jointly or severally, as principal or surety or in any other capacity; (b) all obligations of the Assignor owed or expressed to be owed to the Finance Parties under the Assignment whether owed jointly or severally, as principal or surety or in any other capacity; and (c) in the case of each Obligor, any obligation referred to in (a) above which is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable and any cost, loss or liability which any Finance Party incurs as a result of such Obligor not paying any amount expressed to be payable by it to a Finance Party on the date when it is expressed to be due.

Capitalised terms not defined in this Companies Form No. 395 are defined in the Schedule annexed hereto.

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

NYKREDIT REALKREDIT A/S (Registered Number 12719280 Copenhagen), Kalvebod Brygee 1-3, 1780 Copenhagen V, Denmark in its capacity as security trustee for and on behalf of the Finance Parties under and in terms of the Loan Agreement (the "Security Trustee", which expression shall include its successors and assignees as security trustee foresaid)

Postcode

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

Tods Murray LLP  
Edinburgh Quay  
133 Fountainbridge  
Edinburgh  
EH3 9AG

GMB.ANC.JBD.N10114.1001-0001

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



\*S181GBE5\*

SCT

09/07/2009

894

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Assignor's whole right, title and interest, present and future, in and to the rent, including any increase in rent, and all other monies due and to become due to the Assignor arising from (i) the letting, use or occupation of the Assignor's interests in relation to each of the Properties (as defined or referred to in Part 3 of the Schedule to the Assignment); and (ii) the leases, licences and other agreements detailed in Part 4 of the Schedule to the Assignment and as the same may have been or may be amended, supplemented, varied or replaced in any way from time to time (the "Leases"), such rent and other monies to include in each case, without limitation, (a) amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of those obligations as a result of a breach of those obligations leading to the Assignor's entitlement to all or any part of such amounts; (b) any other money payable in respect of occupation and/or use of any Property including any fixture for display or advertisement; (c) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Assignor in respect of any Property net of any costs, fees, expenses incurred but not reimbursed to the Assignor in connection with such claim; (d) any money payable under any policy of insurance in respect of loss of rent; (e) any amount payable or the value of any consideration to be given by or on behalf of a tenant for the renunciation or variation of any Lease; (f) any interest payable on any amount referred to in paragraph 2 of the Assignment; and (g) any VAT, but not including any amount (not being part of the rent payable under any Lease of any Property or the Service Charge Proceeds) payable to the Assignor to recompense or indemnify such Obligor or the Assignor for any liability incurred or due to a third party in connection with any Property.

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

Date 09 July 2009

On behalf of ~~XXXXXXXX XXXXXXXX~~ [chargee]† by a Partner for Tods Murray LLP

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 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 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 situated 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

**"Borrower"** means MC Income Plus Fund, a limited partnership registered in England and Wales with registration number LP009402 whose principal place of business is at 23 Bruton Street, London W1J 6QD acting through the General Partner.

**"Facility Office"** means the Lender's office at the address shown in schedule 2 of the Loan Agreement (The Bank's Commitment and Facility Office) or such other office notified by the Lender to the Borrower as the office through which it will perform its obligations under the Loan Agreement.

**"Finance Parties"** means the Lender, the Security Trustee and Registration Guarantor

**"General Partner"** means Mayfair General Partner (Income) Limited (registered number 04524848) a company incorporated in England and Wales whose registered office is at 23 Bruton Street, London W1J 6QD.

**"Lender"** means Nykredit Realkredit A/S (registered number 12719280 Copenhagen), a company incorporated in Denmark, acting through its Facility Office.

**"Loan Agreement"** means a loan agreement dated 23 June 2009 between the Borrower, the General Partner, Nykredit Bank A/S (as Registration Guarantor) and Nykredit Realkredit A/S (as Lender and Security Trustee) (as each such term is defined therein) as the same may be varied, amended, supplemented, restated or novated in any way from time to time being.

**"Obligor"** means the Borrower or the General Partner.

**"Registration Guarantor"** means Nykredit Bank A/S (registered number 10519608 Copenhagen) of Kalvebod Brygge 1-3, 1780 Copenhagen V, Denmark.

**"Service Charge Liability"** has the meaning given to that term in the Loan Agreement.

**"Service Charge Proceeds"** means any Rental Income which represents payment in respect of a Service Charge Liability.

**"Rental Income"** has the meaning given to that term in the Loan Agreement.



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

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

**COMPANY NO. 849073  
CHARGE NO. 88**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTAL  
INCOME DATED 29 JUNE 2009 AND INTIMATION DATED 6 JULY  
2009 AND CREATED BY ROYAL BANK OF CANADA TRUST  
CORPORATION LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY AND EACH OBLIGOR  
TO THE FINANCE PARTIES 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 9 JULY 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2009**



*Companies House*  
— for the record —



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