

MG01

Particulars of a mortgage or charge



181033/13
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

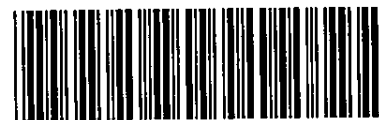
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to particulars of a charge for a company. To do this, please form MG01s

FRIDAY



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07/05/2010

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COMPANIES HOUSE

1

Company details

Company number

0 0 8 4 9 0 7 3

Company name in full

Royal Bank of Canada Trust Corporation Limited (in its capacity as custodian of the real property assets of the Partnership pursuant to the Custodian Agreement (the "Chargor")

95

For official use

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

03 00 00 04 02 00 01 00

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Legal Charge made between the Chargor (1) and the Security Trustee (2) (the "Legal Charge")

4

Amount secured

Amount secured

Please give us details of the amount secured by the mortgage or charge

- (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 Chargor owed or expressed to be owed to the Finance Parties under the Legal Charge 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 paragraph (a) above which is or becomes Unenforceable 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,

(the "Secured Liabilities")

Continuation page

Please use a continuation page if you need to enter more details

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

| | |
|----------|---|
| Name | Nykredit Realkredit A/S |
| Address | Kalvebod Brygge 1-3, 1780 Copenhagen V, Denmark in its capacity as security trustee for the Finance (the "Security Trustee") |
| Postcode | |
| Name | |
| Address | |
| Postcode | |

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars**1 Fixed Security**

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee

- (a) charged to the Security Trustee as trustee for the Finance Parties by way of legal mortgage the Property,
- (b) assigned to the Security Trustee as trustee for the Finance Parties by way of fixed security its rights and interest in the Rental Income in respect of the Property, and
- (c) charged to the Security Trustee as trustee for the Finance Parties by way of fixed charge its rights and interest in any present or future insurances in respect of any Charged Property and the proceeds of such insurances

2 Floating Security

As continuing security for the payment of the Secured Liabilities the Chargor charged to the Security Trustee as trustee for the Finance Parties by way of floating charge with full title guarantee all its right and interest in all Plant and Equipment now or in future located at the Property

3 Negative Undertakings**3 1 Negative pledge**

The Chargor shall not enter into, create or permit to subsist any Security over any of the Charged Property other than

- (a) Transaction Security, or
- (b) a lien arising in the ordinary course of business by operation of law and discharged as soon as possible but in any event within 30 days

MG01 - continuation page

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| 6 | Short particulars of all the property mortgaged or charged | |
|-------------------|--|--|
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>3.2 <i>Disposals</i></p> <p>The Chargor shall not agree to, effect or enter into a Sale of any of the Charged Property or permit such a Sale to occur other than a Permitted Disposal</p> <p>3.3 <i>Centre of main interests</i></p> <p>The Chargor shall not move its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures outside England and Wales</p> <p style="text-align: center;">Definitions</p> <p>"Agreement" means the loan agreement dated 23 June 2009 made between the Borrower (1), the General Partner (2), the Lender (3), the Security Trustee (4) and the Registration Guarantor (5),</p> <p>"Borrower" means the Partnership acting through the General Partner,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under the Legal Charge,</p> <p>"Custodian Agreement" means the agreement dated 19 January 2009 made between the Chargor (1), the General Partner (2) and Mayfair Capital Partners Limited (3) as novated by a deed of novation dated 19 June 2009 made between Mayfair Capital Partners Limited (1), the General Partner (2), the Chargor (3) and the Property Manager (4),</p> <p>"Default Rate" means the interest rate provided for in clause 8.4 of the Agreement in relation to Unpaid Sums,</p> <p>"Finance Parties" means the Lender, the Security Trustee and Registration Guarantor,</p> <p>"Fund Property" means the property held by the Chargor under the provisions of the Custodian Agreement,</p> <p>"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,</p> <p>"Lender" means Nykredit Realkredit A/S (registered number 12719280 Copenhagen), a company incorporated in Denmark, acting through its Facility Office,</p> <p>"Obligor" means the Borrower or the General Partner,</p> <p>"Partnership" 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,</p> <p>"Permitted Disposal" has the same meaning as assigned to it in the Agreement,</p> <p>"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property which are not Real Property and which are not the property of any tenant at a Property,</p> <p>"Property" means all that freehold land and buildings on the south west side of Kidderminster Road, Droitwich known as Units 2 and 3 Roman Way Retail Park, Droitwich and registered at the Land Registry with Title Number WR39450,</p> <p>"Property Manager" means Mayfair Capital Investment Management Limited (registered number</p> | |

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

04846209) a company incorporated in England and Wales whose registered office is at 23 Bruton Place, London W1J 6QD,

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

"Rental Income" means all amounts now or at any time in the future payable to or for the benefit of an Obligor or the Chargor in connection with the occupation of the Properties including each of the following amounts

- (a) rent including any increase of rent or interim rent agreed by an Obligor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other amounts payable under any Lease,
- (b) 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 Obligor's entitlement to all or any part of such amounts,
- (c) any other money payable in respect of occupation and/or use of any Property including any fixture for display or advertisement,
- (d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by an Obligor or the Trustee in respect of any Property net of any costs, fees and expenses incurred but not reimbursed to an Obligor or the Trustee in connection with such claim,
- (e) any money payable under any policy of insurance in respect of loss of rent,
- (f) any amount payable or the value of any consideration to be given by or on behalf of a tenant for the surrender, renunciation, or variation of any occupational lease or occupancy agreement,
- (g) any interest payable on any amount referred to above, and
- (h) any VAT,

but not including any amount (not being part of the rent payable under any Lease of any Property or of the Service Charge Proceeds) payable to an Obligor or the Chargor to recompense or indemnify such Obligor or the Chargor for any liability incurred or due to a third party in connection with any Property,

"Security Documents" has the same meaning as assigned to it in the Agreement,

"Transaction Security" means the security created or expressed to be created in favour of the Security Trustee pursuant to the Security Documents,

"Unenforceable" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to any Finance Party or the Chargor) and **"Unenforceability"** will be construed accordingly, and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N1.1

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X Taylor Wessing LLP X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name NJK

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 849073
CHARGE NO. 95**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 30 APRIL
2010 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 25 OF THE COMPANIES ACT
2006 ON THE 7 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MAY 2010



Companies House
— for the record —

DX
SN



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES