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COMPANIES FORM No. 395

1211034/312

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

Please do not
write in
this margin

Please complete
legibly, preferably
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

[] [] [] [] [] [] [] [] [] []

4524848

Name of company

* Mayfair General Partner (Income) 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 Chargor, 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 Chargor'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

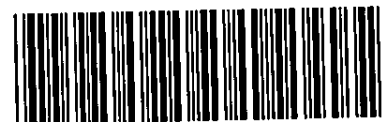
281085-1

Time critical reference
ONEIV/312162-310

For official Use (02/06)
Mortgage Section

1 Part name

SATURDAY



AF2EF6SI

A42

24/01/2009

15

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

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.

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 Addleshaw Goddard LLP Date 23.1.09

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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

*insert full name
of Company

* Mayfair General Partner (Income) Limited (Chargor)

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 Chargor 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 Chargor 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.

Name of company

*insert full name
of Company

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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

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 Chargor such that the resulting position is what it would have been if such Event of Default had not occurred

Facility Letter means the letter dated 28 September 2004 addressed by the Bank to the Chargor (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;

(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;

Name of company

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(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.

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 all that freehold land and property known as Units 1, 2a and 2b, The Pavillions, Olympic Business Centre, Quadgate, Gloucestershire, title number GR148207



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4524848
CHARGE NO. 15**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF RENTAL
INCOME DATED 19 JANUARY 2009 AND CREATED BY
MAYFAIR GENERAL PARTNER (INCOME) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY 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**