

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

172654/26
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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

21611

04524848

Name of company

*insert full name of Company

* Mayfair General Partner (Income) Limited (the "Chargor")

Date of creation of the charge

29 June 2009

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

Security Agreement made between the Chargor (1) and the Finance Parties (2)
(the "Security Agreement")

Amount secured by the mortgage or charge

Please see attached schedule 1

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

Nykredit Realkredit A/S of Kalvebod Brygge 1-3, 1780 Copenhagen V, Denmark
as security trustee for the Finance Parties
(the "Security Trustee")

Postcode

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

Taylor Wessing LLP
5 New Street Square
London
EC4A 3TW

Ref: UNJK

Time critical reference

NYK4-U3/SA MGP(I)L

For official Use (06/2005)

Mortgage Section

Post room



A36

COMPANIES HOUSE

265

Short particulars of all the property mortgaged or charged

Please see attached schedule 2

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

Taylor Wessing LLP

Date

02.07.09

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)*

*† 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 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

Definitions

"Agreement" means the loan agreement dated on or about the date of the Security Agreement made between the Borrower (1), the Chargor (2), the Lender (3), the Security Trustee (4) and the Registration Guarantor (5);

"Borrower" means the Partnership acting through the General Partner;

"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under the Security Agreement;

"Default Rate" means the interest rate provided for in clause 8.4 of the Agreement in relation to Unpaid Sums;

"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;

"Intellectual Property" means all present and future rights of the Chargor in respect of any patent, copyright, trade mark, service mark, invention, design, knowhow, confidential information or any other kind of intellectual property whether registered or unregistered and any registration or application for registration, licence or permission relating to any of the foregoing;

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

"Obligor" means the Borrower or the General Partner;

"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;

"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;

"Properties" means the properties described in schedule 3 to this Form 395 and **"Property"** means any one of them provided that with effect from the date on which the entire interest of the Chargor in a Property is sold, that Property shall no longer be regarded as a Property for the purposes of the Security Agreement;

"Real Property" means:

- (a) any freehold, heritable, leasehold or immoveable property (including the Properties); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, heritable, leasehold or immoveable property;

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

"Rental Income" means all amounts now or at any time in the future payable to or for the benefit of an Obligor or the Trustee 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,

"Scottish Property" has the same meaning as assigned to it in the Agreement;

"Security" means a mortgage, standard security, assignation, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Transaction Security" has the same meaning as assigned to it in the Agreement;

"Trustee" means Royal Bank of Canada Trust Corporation Limited a company incorporated in England and Wales (registered number 00849073) whose registered office is at 71 Queen Victoria Street, London EC4V 4DE;

"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 tax of a similar nature.

SCHEDULE 1

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; and
- (b) in the case of any Obligor other than the Chargor any obligation referred to in (a) above which is or becomes Unenforceable and any cost, loss or liability which any Finance Party incurs as a result of any such Obligor not paying any amount expressed to be payable by it under any Finance Document on the date when it is expressed to be due

+10.

(the "Secured Liabilities").

SCHEDULE 2

Short particulars of all the property mortgaged or charged

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 equitable mortgage all Real Property to which the Chargor is beneficially entitled at the date of the Security Agreement including the Properties (other than any Scottish Property);
- (b) charged to the Security Trustee as trustee for the Finance Parties by way of equitable mortgage all Real Property to which the Chargor becomes beneficially entitled after the date of the Security Agreement the acquisition of which is financed by the Lender (other than any Scottish Property);
- (c) assigned to the Security Trustee as trustee for the Finance Parties by way of fixed security its rights and interest in the Rental Income (other than that deriving from any Scottish Property);
- (d) charged to the Security Trustee as trustee for the Finance Parties by way of fixed charge its rights and interest in:
 - (i) any Plant and Equipment situated at any Property;
 - (ii) any money now or at any time after the date of the Security Agreement standing to the credit of the General Account;
 - (iii) any money now or at any time after the date of the Security Agreement standing to the credit of the Rent Account;
 - (iv) any money now or at any time after the date of the Security Agreement standing to the credit of the Sale Proceeds Account;
 - (v) any present or future insurances in respect of any Charged Property and the proceeds of such insurances; and
 - (vi) any present or future Intellectual Property in respect of any Charged Property; and
- (e) assigned to the Security Trustee as trustee for the Finance Parties by way of fixed security its rights and interest in any Hedging Agreement entered into by the Chargor in connection with the Agreement.

795

2. Negative Undertakings

2.1 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;


- (b) any security created with the prior written consent of the Security Trustee;
or
- (c) 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.

2.2 *Disposals*

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.

SCHEDULE 3

The Properties

- 
1. All that freehold land and property known as Wickes Unit, Lichfield Road, Cannock as the same is registered at the Land Registry under Title Number SF346842.
 2. All that freehold land and property known as Nuffield Trade Centre, Nuffield Road, Poole as the same is registered at the Land Registry under Title Number DT21581.
 3. All that freehold land and property known as Eagle Court, Vine Street Uxbridge as the same is registered at the Land Registry under Title Number AGL12761.
 4. All that freehold land and property known as Unit 2, Dolphin Way, Dolphin Park, West Thurrock as the same is registered at the Land Registry under Title Number EX672044.
 5. All that freehold land and property known as Units 1, 2a and 2b, The Pavilions, Olympic Park Business Centre, Quedgeley as the same is registered at the Land Registry under Title Number GR148207.
 6. All that freehold land and property known as Unit 3C, Falcon Road, Sowton Industrial Estate, Exeter, Devon as the same is registered at the Land Registry under Title Number DN344614.
 7. All that freehold land and property known as Vanguard House (formerly Site V2a Yeoford Way), Marsh Barton Trading Estate, Exeter, EX2 8HL as the same is registered at the Land Registry under Title Number DN509574.
 8. All that freehold land and property known as 80 Lichfield Road, Walsall Wood, Walsall, WS9 9NT as the same is registered at the Land Registry under Title Number WM323446.
 9. All that freehold land and property known as 35 Sydenham Road, Guildford as the same is registered at the Land Registry under Title Number SY205707.
 10. All that freehold land and property known as 86 High Street, Scunthorpe as the same is registered at the Land Registry under Title Number HS316768.
 11. All that freehold land and property known as 10A Hamilton Road, and Regent House, Clinton Avenue, Nottingham as the same is registered at the Land Registry under Title Numbers NT5716 (Hamilton Road) and NT29967 (Regent House).
 12. All that freehold land and property known as Eden House, Site D, Eden Office Park, Ham Green, Pill, North Somerset as the same is registered at the Land Registry under Title Number ST259149.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4524848
CHARGE NO. 26**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 29
JUNE 2009 AND CREATED BY MAYFAIR GENERAL PARTNER
(INCOME) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM 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
3 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JULY 2009



Companies House
— for the record —

P. well



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES