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COMPANIES FORM No. 395

139412/78

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

122

5203339

Name of company

* MC Income Plus Nominees One Limited (the "Company")

Date of creation of the charge

23rd July 2007

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

Please see Annexure 1

Amount secured by the mortgage or charge

Please see Annexure 2

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

The Governor and Company of the Bank of Scotland (the "Bank"), 4th Floor,
New Uberior House, 11 Earl Grey Street, Edinburgh

Postcode EH3 9BN

Presentor's name address and
reference (if any)

Addleshaw Goddard LLP
Sovereign House
Sovereign Street
Leeds
LS1 1HQ

SQA/1056-715/Mayfair

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



A04

ADHGCRYL

09/08/2007

653

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Annexure 3

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 Adarshwar Gopalrao UP

Date 6th August 2007

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)*

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

Company number

5203339

Name of company

*insert full name
of Company

* MC Income Plus Nominees One Limited (the "Company")

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 description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

Annexure 1

Legal Charge between the Company and MC Income Plus Nominees Limited (registered in England and Wales with company number 4549986) as custodians for Mayfair General Partner (Income) Limited (registered in England and Wales with company number 4524848) as general partner of the limited partnership carrying on business under the name of MC Income Plus Fund (registered in England as a limited partnership under the Limited Partnerships Act 1907 with registration number LP009402) (the "Borrower") (together the "Debtors" and each "Debtor") (1) and The Governor and Company of the Bank of Scotland (the "Bank") (2) dated 23rd July 2007 (the "Charge")

Annexure 2

All sums of money owed and all liabilities or obligations to be carried out to the Bank at any time and from time to time by a Debtor whether

- (i) they arise before or after the Bank has demanded that they are repaid or carried out,
- (ii) they are owed or to be carried out immediately or only after a stated event has occurred,
- (iii) the Debtor owes or is to carry them out on his own or jointly with any other persons,
- (iv) the Debtor owes or is to carry them out on his own account or as guarantor for other persons,

together with any sum payable to the Bank by way of interest upon them and the total of the following relating to them (the "Debt")

- (a) any commission and other charges which the Bank may from time to time charge to the Borrower in the ordinary course of the Bank's business in respect of the Debt or any service provided by the Bank to the Borrower,
- (b) any costs, charges, premiums, fees and expenses incurred from time to time by the Bank or the Receiver under the Charge and which are either repayable by the Company under the Charge or are incurred in the exercise by the Bank or the Receiver of their powers under the Charge,
- (c) any costs, charges and expenses incurred by the Bank or the Receiver in connection with the Bank or the Receiver doing anything to protect the Charge or to obtain possession of or sell or deal (in any other way allowed by the Charge) with the Property,

together with Value Added Tax upon such sums where appropriate

Annexure 3

The Company with full title guarantee charges as security for the Debt

- 1 By way of legal mortgage the Property
 - 2 By way of fixed charge all buildings and other structures on, and items fixed to, the Property
 - 3 By way of fixed charge any goodwill relating to the Property or the business or undertaking conducted at the Property
 - 4 By way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge
 - 5 By way of assignment the Rental Sums together with the benefit of all rights and remedies of the Company relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Debt
 - 6 By way of fixed charge the proceeds of any claim made under any insurance policy relating to any of the property charged under this Charge
- A The Company will, at his own cost and whenever required by the Bank, do anything and sign, seal and deliver all such deeds, instruments, notices or other documents of any kind, in such form as the Bank may require, in order to enhance or perfect the Bank's security under the Charge, or to preserve the Property or to enable the Bank either to enforce the Charge or to exercise any of the powers and rights of the Bank or the Receiver
- B The Borrower and the Company each agree with the Bank not to create or attempt to create or allow to be created or to exist (whether by a specific agreement imposed by rule of law or Act of Parliament) any charge or lien of any kind over the Property without the prior written consent of the Bank

Definitions

"Property" means Eden House (Site D) Macrae Road, Eden Office Park, Ham Green, Bristol being part of title number ST198765

"Receiver" means any person (who may be an employee of the Bank) who is appointed by the Bank in writing to be the receiver and manager of all or any part of the Property and also any person who is substituted by the Bank in writing for such person

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Property to the Debtors pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05203339

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 23rd JULY 2007 AND CREATED BY MC INCOME PLUS NOMINEES ONE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 9th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th AUGUST 2007

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES