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CHFP041

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Please complete
legibly, preferably
in black type or
bold block
lettering

* Insert full name
of company

COMPANIES FORM No. 395

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.

COMPANIES HOUSE

FEE PAID

EDINBURGH

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

3

5481300

Name of company

*Revcap Properties 35 Limited (the "Chargor")

Date of creation of the charge

29 December 2006

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

The Secured Liabilities.

As defined in Paper Apart 1.

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

The Governor and Company of the Bank of Scotland, The Mound, Edinburgh in its capacity as
security trustee for the Security Beneficiaries (the "Security Trustee")

Postcode EH1 1YZ

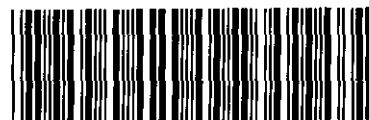
Presenter's name, address and
reference (if any):

Dundas & Wilson CS LLP
Saltire Court
20 Castle Terrace
Edinburgh EH1 2EN

For official use (02/2006)
Mortgage Section

Post room

TUESDAY



SKQWYM9R

SCT

16/01/2007

106

COMPANIES HOUSE

Time critical reference

PW/EM/CLP/BOS001.3185

COM395/1

Short particulars of all the property mortgaged or charged

See Paper Apart 2.

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in black type or
bold block
lettering

01

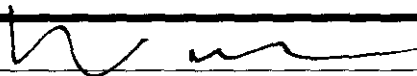
A fee is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

†Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

Nil.

Signed



Date 12/1/07

On behalf of ~~[company]~~ [mortgagee/chargee] †

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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

This is Paper Apart 1 applicable to the foregoing Form 395 relating to a Debenture dated 29 December 2006 by (amongst others) the Chargor in favour of The Governor and Company of the Bank of Scotland as security trustee for the Security Beneficiaries.

I Agent means, in relation to the I Facility Agreement, BoS in its capacity as agent for the Lenders and its successors and assigns (whether immediate or derivative);

I Borrowers means Revcap I, Revcap UK Holdings Limited, the I Investcos and any additional Borrower pursuant to the terms of Clause 22 of the I Facility Agreement accordance with the terms of Clause 38 of the I Facility Agreement (each a "**I Borrower**");

I Facility means the facility, in the aggregate principal amount of up to £74,000,000 made available to each of the Borrowers by the Lenders pursuant to the terms of the I Facility Agreement;

I Facility Agreement means the facility agreement dated 29 December 2006 between (amongst others), (1) Revcap I and (2) BoS in its capacities as Agent, Lender and Security Trustee thereunder;

I Finance Documents means the I Facility Agreement, the Hedging Agreements, the Intercreditor Deed, the Cross Guarantee, the Luxco Guarantee, the Security Documents, each Fees Letter and any other document that is designated as such by the Agent and a Borrower from time to time (each a "**I Finance Document**").

I Hedging Agreements means:

- (a) the I Hedging Counter Indemnities;
- (b) the Cross Guarantee and the Security Documents to the extent of the I Hedging Liabilities;
- and
- (c) the I Hedging Documents;

I Hedging Arrangements means such interest rate or foreign exchange protection arrangements entered into by the I Borrowers (or any of them) with the I Hedging Bank in accordance with Clause 21 of the I Facility Agreement regarding the exposure of each of the I Borrowers to interest rates or foreign exchange rates as may be agreed between any of the I Borrowers and the I Hedging Guarantor from time to time;

I Hedging Bank means the Hedging Bank;

I Hedging Counter Indemnities means the counter-indemnities given by the I Borrowers (or any of them) in favour of the I Hedging Guarantor (whether in the Intercreditor Deed, the I Facility Agreement or otherwise) pursuant to which the relevant I Borrowers counter-indemnify the I Hedging Guarantor in respect of any liabilities incurred by the I Hedging Guarantor pursuant to the I Hedging Guarantees (each a "**I Hedging Counter Indemnity**");

I Hedging Documents means any hedging instrument entered into by a I Borrower with the I Hedging Bank, including any ISDA Master Agreement together with the Schedule relative thereto and any Confirmation relative to the I Hedging Agreements;

I Hedging Guarantees means the guarantees made between the I Hedging Guarantor and the I Hedging Bank pursuant to which the I Hedging Guarantor guarantees payment to the I Hedging Bank of all or any sum or sums of money that any of the I Borrowers are liable to pay to the I Hedging Bank under and pursuant to the I Hedging Agreements and the I Hedging Arrangements;

I Hedging Guarantor means BoS in its capacity as guarantor under the I Hedging Guarantees and as the indemnified party under the I Hedging Counter Indemnities;

I Hedging Liabilities means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due, owing or incurred by any I Borrower to the I Hedging Bank and/or the I Hedging Guarantor (or any of them) under the terms of the I Hedging Agreements (or any of them) and/or the I Hedging Agreements (or any of them);

I Investcos means the entities listed in Schedule 1 Part III of the Intercreditor Deed, as listed in the Schedule attached hereto as Paper Apart 4 (each a "I Investco");

I Senior Creditors means:

- (a) as regards the I Senior Debt, the I Agent, the Security Trustee and the I Senior Lenders; and
- (b) as regards the I Hedging Liabilities the I Hedging Guarantor

(each a "I Senior Creditor");

I Senior Debt means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due owing or incurred by any Obligor to the I Senior Creditors (or any of them) under the terms of the I Finance Documents (or any of them);

I Senior Exposure means, at any time, the aggregate of:

- (a) the I Senior Debt at such time; and
- (b) the I Hedging Liabilities at such time;

I Senior Lenders means, at any time, the persons having participations at such time in the I Facility (each a "I Senior Lender");

II Agent means, in relation to the II Facility Agreement, BoS in its capacity as agent for the Lenders and its successors and assigns (whether immediate or derivative);

II Borrowers means Revcap II, Revcap Estates Limited, the II Investcos and any person which becomes a Borrower in accordance with the terms of Clause 38 of the II Facility Agreement;

II Facility means the facility, in the aggregate principal amount of up to £99,000,000 made available to each of the Borrowers by the Lenders pursuant to the terms of this Agreement;

II Facility Agreement means the facility agreement dated 29 December 2006 and made between, inter alios, the II Agent, the II Senior Lenders, the Security Trustee and the II Borrowers;

II Finance Documents means the II Facility Agreement, the Hedging Agreements, the Intercreditor Deed, the Cross Guarantee, the Luxco Guarantee, the Security Documents, each Fees Letter and any other document that is designated as such by the Agent and a Borrower from time to time (each a "II Finance Document");

II Hedging Agreements means:

1. the II Hedging Counter-Indemnities;
2. the Cross Guarantee and the Security Documents to the extent of the II Hedging Liabilities; and
3. the II Hedging Documents.

II Hedging Arrangements means such interest rate or foreign exchange protection arrangements entered into by the II Borrowers (or any of them) with the II Hedging Bank regarding the exposure of the II Borrowers to interest rates or foreign exchange as may be agreed between Revcap II and the II Agent from time to time;

II Hedging Bank means the Hedging Bank;

II Hedging Counter Indemnities means the counter-indemnities given by the II Borrowers (or any of them) in favour of the II Hedging Guarantor (whether in the II Facility Agreement or otherwise) pursuant to which the relevant II Borrowers counter-indemnify the II Hedging Guarantor in respect of any liabilities incurred by the II Hedging Guarantor pursuant to the II Hedging Guarantees (each a "II Hedging Counter-Indemnity");

II Hedging Documents means any hedging instrument entered into by a II Borrower with the II Hedging Bank, including any ISDA Master Agreement together with the Schedule relative thereto and any Confirmation relative to the II Hedging Arrangements;

II Hedging Guarantees means the guarantees made between the II Hedging Guarantor and the II Hedging Bank pursuant to which the II Hedging Guarantor guarantees payment to the II Hedging

Bank of all or any sum or sums of money that the II Borrowers are liable to pay to the II Hedging Bank under and pursuant to the II Hedging Agreements and the II Hedging Arrangements;

II Hedging Guarantor means BoS in its capacity as guarantor under the II Hedging Guarantees and as the indemnified party under the II Hedging Counter Indemnities;

II Hedging Liabilities means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due, owing or incurred by any II Borrower to the II Hedging Bank and/or the II Hedging Guarantor (or any of them) under the terms of the II Hedging Agreements (or any of them) and/or the II Hedging Agreements (or any of them);

II Investcos means the entities listed in Schedule 1 Part VI of the Intercreditor Deed, as listed in the Schedule attached hereto as Paper Apart 5 (each a "II Investco");

II Senior Creditors means:

- (a) as regards II Senior Debt, the II Agent, the Security Trustee and the II Senior Lenders; and
 - (b) as regards the II Hedging Liabilities, the II Hedging Guarantors;
- (each a "II Senior Creditor");

II Senior Debt means the aggregate amount from time to time outstanding of all monies, obligations and liabilities (whether actual or contingent) due owing or incurred by any Obligor to the II Senior Creditors (or any of them) under the terms of the II Finance Documents (or any of them);

II Senior Exposure means, at any time, the aggregate of:

- (a) the II Senior Debt at such time; and
- (b) the II Hedging Liabilities at such time;

II Senior Lenders means, at any time, the persons having participations at such time in the II Facility (each a "II Senior Lender");

Act means the Companies Act 1985;

Agent means, BoS in its capacity as agent for the Lenders and its successors and assigns (whether immediate or derivative);

Assets shall mean the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Chargor;

BoS means The Governor and Company of the Bank of Scotland;

Borrowers means the I Borrowers and the II Borrowers (each a "**Borrower**");

Cross Guarantee means the cross guarantee between the Obligors and the Security Trustee dated on or about the date of the Intercreditor Deed;

Facility Agreements means the I Facility Agreement and the II Facility Agreement;

Fees Letter means a letter addressed to each of the Borrowers by the Agent, and accepted by each of the Borrowers on or about the date of the I Facility Agreement;

Finance Documents means the Facility Agreements, the Hedging Agreements, the Intercreditor Deed, the Cross Guarantee, the Luxco Guarantee, the Security Documents, each Fees Letter and any other document that is designated as such by the Agent and a Borrower from time to time (each a "**Finance Document**");

Full Group Security means guarantees in favour of the Security Trustee (on behalf of the Security Beneficiaries) from each Obligor on account of the obligation of each other obligor to the Security Beneficiaries and any other security (fixed and/or floating) which the Security Trustee may require;

Hedging Agreements means the I Hedging Agreements and the II Hedging Agreements;

Hedging Arrangements means the I Hedging Arrangements and the II Hedging Arrangements;

Hedging Bank means HBOS Treasury Services plc as provider of the Hedging Arrangements and its successors and assigns (whether immediate or derivative);

Intercreditor Deed means the intercreditor deed dated on or around the date of the I Facility Agreement between (amongst others) the Agent, the Lenders, the Security Trustee and Revcap I and Revcap II;

Lenders means, at any time, in relation to the I Facility Agreement the persons having participations at such time in the I Facility and, in relation to the II Facility Agreement the persons having participations at such time in the II Facility (each a "**Lender**");

Luxco Guarantee means the cross guarantee dated on or around the date of the I Facility Agreement between (amongst others) RCP (Lux) Holdings Sàrl (incorporated in Luxembourg with Registered Office at 121, Avenue de la Faïencerie, L-1511 Luxembourg) and BoS;

Obligors means each Borrower and any Subsidiary of any Borrowers which has granted Full Group Security (each an "**Obligor**");

Revcap I means Real Estate Venture Capital Partners 1 LLP (Limited Partnership No. OC307140),

having their registered office at 20 Balderton Street, London, W1K 6TL;

Revcap II means Real Estate Venture Capital Partners 2 LLP (Limited Partnership No. OC315114), having their registered office at 20 Balderton Street, London, W1K 6TL;

Revcap UK Holdings Limited means a Company incorporated under Company No. 04995163 with registered office at 20 Balderton Street, London, W1K 6TL;

Secured Liabilities means all or any monies and liabilities which will for the time being (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Security Beneficiaries (or any of them) by any Chargor under the Finance Documents, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Security Beneficiaries (or any of them) shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Security Beneficiaries may in the course of their business charge or incur in respect of any of those matters, or for keeping the Chargors' accounts, and so that interest shall be computed and compounded according to the usual rates and practice of the Security Beneficiaries, as well after as before any demand made or decree obtained under the Debenture;

Security Beneficiaries means the I Senior Creditors and the II Senior Creditors (each being a "Security Beneficiary");

Security Documents means any and all security documents in favour of the Security Trustee whereby an Obligor grants Security Rights or a guarantee in favour of the Senior Creditors in respect of the Senior Exposure;

Security Right means any mortgage, charge, security, pledge, lien, right of set-off or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking;

Senior Creditors means the I Senior Creditors and the II Senior Creditors (each a "Senior Creditor");

Senior Exposure means the aggregate of the I Senior Exposure and the II Senior Exposure;

Subsidiary means:

- (i) a subsidiary, as defined in Section 736 of the Act; and
- (ii) a subsidiary undertaking, as defined in Section 258 and Schedule 10A of the Act;

Underlying Security Document means any security document documenting any Underlying Security Rights.

Underlying Security Rights means any Security Right granted by the any of the Borrowers over its

interest in (i) any entity into which it has provided equity capital by way of investment and (ii) any other asset into which it has invested and including any intercreditor arrangement entered into in connection therewith.

This is Paper Apart 2 applicable to the foregoing Form 395 relating to a Debenture dated 29 December 2006 by (amongst others) the Chargor in favour of The Governor and Company of the Bank of Scotland as security trustee for the Security Beneficiaries.

1. CHARGING PROVISIONS

- 1.1 Subject to Clause 3.2 of the Debenture (as detailed in Clause 1.2 below), each Chargor has charged to the Security Trustee as a continuing security, and with full title guarantee, for the payment or discharge of the Secured Liabilities (subject to any necessary third party consents):-

LEGAL MORTGAGE

- 1.1.1 by way of legal mortgage all the freehold and leasehold property (including the property described in the Schedule attached as Paper Apart 3, if any) now vested in it whether or not the title to the property is registered at H.M. Land Registry, together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;

FIXED CHARGE

- 1.1.2 by way of fixed charge:-

- (a) all its present and future estates or interest in any freehold and leasehold property, (other than any property charged in terms of Clause 3.1.1 of the Debenture (as detailed in Clause 1.1.1 above)) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
- (b) all its present and future interests in or over land or the proceeds of sale of it and all its present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or is otherwise entitled and all fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property charged under the Debenture;
- (c) all its goodwill and uncalled capital for the time being;
- (d) all its present and future stocks, shares and other securities owned (at law or in equity) by it and all rights and interests accruing or offered at any time in relation to them, all rights and interests in, and claims under, all policies of insurance and assurance held, or to be held by, or insuring to the benefit of, it

and the benefit of all rights and claims to which it is now, or may be, entitled under any contracts;

- (e) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held, or to be held, by it, or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by it or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- (f) all its present and future book and its other debts and monetary claims, whether payable now or in the future and the benefit of all present and future rights and claims of it against third parties relating to them and capable of being satisfied by the payment of money (save as charged under sub-clause 3.1.2(d) of the Debenture (as detailed in sub-clause 1.1.2(d) above));
- (g) all its present and future plant and machinery not otherwise charged under Clause 3 of the Debenture (as detailed in this Clause 1) and all its other present and future chattels (excluding any of the same for the time being forming part of its stock in trade or work in progress); and
- (h) all its present and future bank accounts, cash at bank and its credit balances with any bank or other person whatsoever and all its rights relating or attaching to them (including the right to interest).

FLOATING CHARGE

- 1.1.3 by way of floating charge: (i) all its Assets from time to time situated in any jurisdiction other than Scotland and not effectively and enforceably charged by way of fixed charge pursuant to Clause 3 of the Debenture (as detailed in this Clause 1); and (ii) all its Assets from time to time situated in Scotland whether or not effectively and enforceably otherwise charged by way of fixed charge pursuant to Clause 3 of the Debenture (as detailed in this Clause 1), and so that each Chargor is prohibited from creating any fixed security or mortgage, or any other floating charge over its Assets having priority over, or ranking *pari passu* with, the floating charge created

by this sub-clause (otherwise than in favour of the Security Trustee) and no Chargor will have power, except with the prior written consent of the Security Trustee, to part with, or dispose of, any part of those Assets, other than by way of sale in the ordinary course of its business.

- 1.2 To the extent that any of the Assets of the Chargor are or will be charged (the "**Underlying Charge**") pursuant to any Underlying Security Document, any Security Right, which is purported to be taken over such Assets under the terms of the Debenture shall be subject to the Underlying Charge and to the extent that the Underlying Security Document prohibits the creation of any further security over such Assets then such Assets shall not be charged pursuant to the terms of the Debenture or to the extent that such Assets are subject to any Security Right created under the terms of the Debenture prior to the entry into of the Underlying Security Document such Assets shall on the entry into the Underlying Security Document be immediately released from any Security Right created under the Debenture.
- 1.3 The Security Trustee may, at any time by notice to the Chargor, immediately convert the floating charge created under sub-clause 3.1.3 of the Debenture (as detailed in sub-clause 1.1.3 above) into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Security Trustee, automatically be converted with immediate effect into a fixed charge:-
 - 1.3.1 in respect of any Assets which become subject to (i) a fixed charge in favour of any other person or (ii) a disposition otherwise than by way of sale in the ordinary course of the Chargor's business immediately upon such charge or, as the case may be, disposition;
 - 1.3.2 in respect of all the Assets charged under sub-clause 3.1 of the Debenture (as detailed in sub-clause 1.1 above) if and when the Chargor ceases to carry on business or to be a going concern; and
 - 1.3.3 in respect of all Assets on the making of an order for the compulsory winding-up of the Chargor, or on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Chargor, or on the presentation of a petition for the making of an administration order in relation to the Chargor, or on the presentation of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order.
- 1.4 Sub-clause 3.3 of the Debenture (as detailed in sub-clause 1.1 above) will not apply to any Assets situated in Scotland.

NEGATIVE PLEDGE

1.5 The Chargor has agreed that it will not other than as provided for in the Finance Documents without the previous written consent of the Security Trustee:-

1.5.1 create, or attempt to create, or permit to subsist, any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on any Asset charged under the Debenture; or

1.5.2 dispose of, or part with, possession in any way (except on the determination of any lease, tenancy or licence) or share occupation of any Asset; or

1.5.3 in any way dispose of the equity of redemption of any such Asset, or any interest in any such Asset,

and the Chargor has applied (and agreed that it will apply), to the Chief Land Registrar for a restriction to be entered on the register of title of all its present and future registered freehold and leasehold property of the Chargor in the following terms:-

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor for the time being of the charge hereby created".

1.6 Any fixed mortgage, charge or other security hereafter created by the Chargor in favour of the Security Trustee shall have priority over the floating charge created by the Debenture, except insofar as the Security Trustee shall declare otherwise whether at or after the time of creation of such fixed security.

1.7 Paragraph 14 of Schedule 31 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

See Paper Apart 1 for definitions.

This is Paper Apart 3 applicable to the foregoing Form 395 relating to a Debenture dated 29 December 2006 by (amongst others) the Chargor in favour of The Governor and Company of the Bank of Scotland as security trustee for the Security Beneficiaries.

SCHEDULE

County and District (or London Borough)	Title No.(s) (if registered land)	Address or Description
No freehold or leasehold property as at the date of the Debenture	N/A	N/A

This is Paper Apart 4 applicable to the foregoing Form 395 relating to a Debenture dated 29 December 2006 by (amongst others) the Chargor in favour of The Governor and Company of the Bank of Scotland as security trustee for the Security Beneficiaries.

SCHEDULE

The I Investcos

Name of Entity	Registered Office	Registered Number
Revcap Properties 1 Limited	20 Balderton Street London W1K 6TL	4995274
Revcap Properties 2 Limited	As above	5158530
Revcap Properties 3 Limited	As above	5158536
Revcap Properties 4 Limited	As above	5158541
Revcap Properties 5 Limited	As above	5212446
Revcap Properties 6 Limited	As above	5212450
Revcap Properties 7 Limited	As above	5212452
Revcap Properties 8 Limited	As above	5212454
Revcap Properties 9 Limited	As above	5212455
Revcap Properties 10 Limited	As above	5212456
Revcap Properties 11 Limited	As above	5212457
Revcap Properties 12 Limited	As above	5212458
Revcap Properties 14 Limited	As above	5250411
Revcap Properties 15 Limited	As above	5250414
Revcap Properties 16 Limited	As above	5250415
Revcap Properties 17 Limited	As above	5250642
Revcap Properties 18 Limited	As above	5250646
Revcap Properties 19 Limited	As above	5250648
Revcap Properties 20 Limited	As above	5250719
Revcap Properties 21 Limited	As above	5395056
Revcap Properties 22 Limited	As above	5395057
Revcap Properties 23 Limited	As above	5395060
Revcap Properties 24 Limited	As above	5395061
Revcap Properties 25 Limited	As above	5395063
Revcap Properties 26 Limited	As above	5395065
Revcap Properties 27 Limited	As above	5395066
Revcap Properties 28 Limited	As above	5395067
Revcap Properties 29 Limited	As above	5395068
Revcap Properties 30 Limited	As above	5395069
Revcap Properties Paris Limited	As above	5395062

Revcap Properties 31 Limited	As above	5481282
Revcap Properties 32 Limited	As above	5481290
Revcap Properties 33 Limited	As above	5481287
Revcap Properties 34 Limited	As above	5481299
Revcap Properties 35 Limited	As above	5481300
Revcap Properties 36 Limited	As above	5481411
Revcap Properties 37 Limited	As above	5481297
Revcap Properties 38 Limited	As above	5481285
Revcap Properties 39 Limited	As above	5481286
Revcap Properties 40 Limited	As above	5481294

This is Paper Apart 5 applicable to the foregoing Form 395 relating to a Debenture dated 29 December 2006 by (amongst others) the Chargor in favour of The Governor and Company of the Bank of Scotland as security trustee for the Security Beneficiaries.

SCHEDULE

The II Investcos

Name of Entity	Registered Office	Registered Number
Revcap Estates 1 Limited	20 Balderton Street London W1K 6TL	5533596
Revcap Estates 2 Limited	As above	5533587
Revcap Estates 3 Limited	As above	5533581
Revcap Estates 4 Limited	As above	5533575
Revcap Estates 5 Limited	As above	5533562
Revcap Estates 6 Limited	As above	5533554
Revcap Regeneration Limited	As above	5533549
Revcap Estates 8 Limited	As above	5533544
Revcap Estates 9 Limited	As above	5533536
Revcap Estates 10 Limited	As above	5533522
Revcap Estates 11 Limited	As above	5765826
Revcap Estates 12 Limited	As above	5765785
Revcap Estates 14 Limited	As above	5765828
Revcap Estates 15 Limited	As above	5764960
Revcap Estates 16 Limited	As above	5765865
Revcap Estates 17 Limited	As above	5765962
Revcap Estates 18 Limited	As above	5765963
Revcap Estates 19 Limited	As above	5765966
Revcap Estates 20 Limited	As above	5765967
Revcap Estates 21 Limited	As above	5765968
Revcap Estates 22 Limited	As above	5798195
Revcap Estates 23 Limited	As above	5798191
Revcap Estates 24 Limited	As above	5798296
Revcap Estates 25 Limited	As above	5798297
Revcap Estates 26 Limited	As above	5798298
Revcap Estates 27 Limited	As above	5798714
Revcap Estates 28 Limited	As above	5798615
Revcap Estates 29 Limited	As above	5798618
Revcap Estates 30 Limited	As above	5798619

Revcap Estates 31 Limited	As above	5798480
RCP (Lux) Holdings Sàrl	121, Avenue de la FaïencerieL-1511 Luxembourg	B 120.148
RCP 1 (Lux) Sàrl	As above	B 120.129
RCP 2 (Lux) Sàrl	As above	B 120.372
RCP 3 (Lux) Sàrl	As above	B 120.373
RCP 4 (Lux) Sàrl	As above	B 120.374

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05481300

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 29th DECEMBER 2006 AND CREATED BY REVCAP PROPERTIES 35 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR TO THE SECURITY BENEFICIARIES (OR ANY OF THEM) 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 16th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JANUARY 2007.

Pangels



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES