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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.

CHFP025

Please do not write in this margin

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

*insert full name of Company

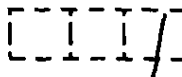
Pursuant to section 395 of the Companies Act 1985

211447/52

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

For official use

Company number



06046899

Name of company

* Great Capital Property Limited (the **Chargor**)

Date of creation of the charge

20 March 2008

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

A Security Agreement dated 20 March 2008 between, amongst others, the Chargor and the Agent (as defined below) (the **Deed**)

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to each Finance Party under each Finance Document except for any obligation which, if it were so included, would result in this Deed contravening Section 151 of the Companies Act 1985. The term **Finance Document** includes all amendments and supplements including supplements providing for further advances (the **Secured Liabilities**).

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

Eurohypo AG, London Branch as agent and trustee for the Finance Parties (the **Agent**) 4th Floor, 90 Long Acre, London

Postcode WC2E 9RA

Presentor's name address and reference (if any)

Allen & Overy LLP
One Bishops Square
London
E1 6AO

HD/CHUC/BK 8591106 1

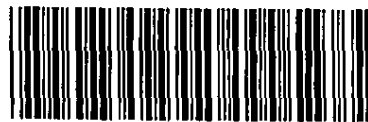
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



LD5

LP983YKC

03/04/2008

55

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see continuation sheet

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 Allen & Overy LLP

Date 3 April 2008

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**.

Continuation Sheet

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. FIXED SECURITY

1.1 Creation of fixed security

To the extent of its interest (whether joint or several, legal or beneficial) the Chargor, as security for the payment of all the Secured Liabilities, has charged in favour of the Agent

- (a) by way of a first legal mortgage all of the property belonging to it specified in Schedule 1 (Real Property) to this Form 395, and
- (b) by way of a first fixed charge
 - (i) (to the extent that they are not the subject of an effective mortgage under in paragraph (a) above) all estates or interests in any freehold or leasehold property now or hereafter belonging to it, including, but not limited to, the property belonging to it identified in Schedule 1 (Real Property) to this Form 395 but excluding any Non-Financed Property;
 - (ii) all plant and machinery owned by it and its interest in any plant or machinery in its possession other than to the extent it relates to a Non Financed Property,
 - (iii) all moneys standing to the credit of any account (including, without limitation, any Account with any person and the debts represented by them),
 - (iv) all benefits in respect of the Insurances and all claims and returns of premiums in respect of them other than to the extent it relates to a Non Financed Property,
 - (v) all of its book and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing other than to the extent it relates to a Non Financed Property,
 - (vi) (to the extent they are not subject to an effective assignment under Clause 3 2 (Assignment) of the Deed) all its rights under any Hedging Arrangements,
 - (vii) (to the extent they are not subject to an effective assignment under Clause 3 2 (Assignment) of the Deed) all its rights under each Occupational Lease,
 - (viii) any of its beneficial interest, claim or entitlement in any pension fund,
 - (ix) its goodwill,
 - (x) the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other subparagraph in Clause 3 1 (Creation of fixed security) of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them other than to the extent it relates to a Non Financed Property,

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- (xi) its uncalled capital,
- (xii) all Shares held by it and/or any nominee on its behalf and all Related Rights,
- (xiii) its rights under any agreement relating to the purchase of any Property by it,
- (xiv) its rights under any agreement relating to the development, extension or refurbishment of any Property, and
- (xv) (to the extent they are not subject to an effective assignment under Clause 3.2 (Assignment) of the Deed) its rights under any agreement relating to the appointment of any Property Manager, or Operator of the Borrower or a Property

1.2 Assignment

The Chargor has assigned absolutely to the Agent by way of security

- (a) all Rental Income,
- (b) any guarantee of Rental Income contained in or relating to any Occupational Lease,
- (c) all its interests in the Partnership Deed,
- (d) all its rights under any Hedging Arrangements,
- (e) all its rights under the Property Management Agreement, and
- (f) all its rights under the Operating Agreement

1.3 Miscellaneous

A reference in the Deed to a charge or mortgage of any freehold or leasehold property includes

- (a) all buildings and Fixtures on that property,
- (b) the proceeds of sale of any part of that property, and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

2. FLOATING CHARGE

2.1 Creation of floating charge

- (a) The Chargor, as security for the payment of all of the Secured Liabilities, has charged in favour of the Agent by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage or charge or assignment by Clause 3 (Fixed Security) of the Deed

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2.2 Conversion

- (a) The Agent may by notice to the Chargor convert the floating charge created by the Chargor pursuant to the Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice if
 - (i) an Event of Default is outstanding, or
 - (ii) the Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,
- (b) The floating charge created by Clause 4.1 (Creation of floating charge) of the Deed may not be converted into a fixed charge solely by reason of
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,under the Insolvency Act 2000
- (c) The floating charge created by Clause 4.1 (Creation of floating charge) of the Deed will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Agent receives notice of an intention to appoint an administrator
- (d) The floating charge created by Clause 4.1 (Creation of floating charge) of the Deed is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

3. RESTRICTIONS ON DEALING

The Chargor shall not

- (a) create or permit to subsist any Security Interest on any Security Asset other than any Security Interest created by the Deed or as permitted by clause 17.8 (Negative Pledge) of the Credit Agreement, or
- (b) sell, transfer, grant, or (subject to clause 18.2 (Occupational Leases) of the Credit Agreement) lease or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under Clause 3.1 (Creation of the floating charge) of the Deed or as permitted by clause 17.10 (Disposals and Substitutions) of the Credit Agreement

In this Form 395:

Account means the Rent and General Account, a Tenant Deposit Account, the Disposal Proceeds Account, the Service Charge Account, the Money Market Fund Account and, if required pursuant to the Credit Agreement, the Valuation Deposit Account and the Interest Cover Deposit Account or any other account agreed between the Agent and the Borrower

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Additional Subordinated Creditor means a Subsidiary of Liberty International, Great Portland Estates or a Limited Partner or an Affiliate of a Limited Partner that becomes a Subordinated Creditor after the date of the Credit Agreement in accordance with Clause 17 12 (Lending and borrowing) of the Credit Agreement

Affiliate means a Subsidiary or a holding company (as defined in Section 736 of the Companies Act 1985) of a person or any other Subsidiary of that holding company

Agreement for Lease means an agreement to grant an Occupational Lease of all or part of a Property

Arrangers means Eurohypo AG, London Branch, HSBC Bank Plc and Lloyds TSB Bank Plc as mandated lead arrangers, bookrunners and underwriters

Borrower means Great Capital Partnership (G P) Limited in its capacity as general partner of the limited partnership carrying on business under the name of The Great Capital Partnership (registered in England and Wales as a limited partnership under the Limited Partnerships Act 1907 and with registration no LP011855)

C&C Properties means C&C Properties UK Limited, registered in England and Wales with company number 04288170

Capital & Counties means Capital & Counties Limited, registered in England and Wales with company number 00280739

Commitment means

- (a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading **Commitment** in Part 1 of Schedule 1 (Lenders and Commitments) to the Credit Agreement and the amount of any other Lender's Commitment acquired by it under Clause 27 (Changes to the parties) of the Credit Agreement, and
- (b) in relation to a Lender which becomes a Lender after the date of the Credit Agreement, the amount of any other Lender's Commitment acquired by it under Clause 27 (Changes to the parties) of the Credit Agreement,

to the extent not cancelled, transferred or reduced under the Credit Agreement

Counterparty means an Original Counterparty or an Acceptable Counterparty that has become a Counterparty in accordance with Clause 27 4 (Acceptable Counterparties) of the Credit Agreement, in each case, in its capacity as a party to Hedging Arrangements

Counterparty Accession Agreement means a letter in the form of Part 2 of Schedule 5 (Form of Counterparty Accession Agreement) to the Credit Agreement with such amendments as the Agent may approve or reasonably require

Credit Agreement means the £225,000,000 credit agreement dated 20 March 2008 between (among others) Great Capital Partnership (G P) Limited as general partner of the limited partnership carrying on business under the name of The Great Capital Partnership, the Chargor and the Agent

Disposal Proceeds Account means the account referred to in Clause 11 1(a)(ii) (Designation of Accounts) of the Credit Agreement

Event of Default means an event specified as such in Clause 19 1 (Events of Default) of the Credit Agreement

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Facility means the term loan facility in an aggregate amount equal to the Total Commitments

Fee Letter means each letter dated 20 March 2008 between

- (a) the Agent and the Borrower, or
- (b) the Arrangers and the Borrower,

setting out the amount of various fees referred to in Clause 21 (Fees) of the Credit Agreement

Finance Document means

- (a) The Credit Agreement,
- (b) a Security Document,
- (c) any Hedging Arrangement,
- (d) a Subordination Deed,
- (e) a Subordination Accession Deed,
- (f) a Fee Letter,
- (g) a Novation Certificate,
- (h) a Counterparty Accession Agreement, or

any other document designated as such by the Agent and the Borrower

Finance Party means an Arranger, a Counterparty, a Lender or the Agent

Fixtures means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property (but excluding, for the avoidance of doubt, all trade and other fittings, plant and machinery owned by any tenant)

Great Portland Estates means Great Portland Estates plc, registered in England and Wales with company number 00596137

Hedging Arrangements means any interest hedging arrangements entered into by the Borrower in connection with interest payable under the Credit Agreement

Insurances means all contracts and policies of insurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest

Interest Cover Deposit Account means the account referred to in Clause 11 1(a)(ii) (Designation of Accounts) of the Credit Agreement

Lease Document means an Agreement for Lease or an Occupational Lease

Lender means

- (a) an Original Lender, and

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- (b) any bank, financial institution, trust, fund or other entity which becomes a Lender in accordance with Clause 27 2 (Transfers by the Lenders) of the Credit Agreement

Liberty International means Liberty International PLC, registered in England and Wales with company number 3685527

Limited Partner means

- (a) an Original Limited Partner, or
- (b) any person who becomes a Limited Partner in accordance with Clause 17 17(e) (Partnership and trust matters) of the Credit Agreement

Loan means each loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan

Majority Lenders means, at any time, Lenders

- (a) whose participations in the Loans then outstanding aggregate 66 2/3% or more of the aggregate of all the Loans then outstanding, or
- (b) if no Loan is then outstanding, whose Commitments then aggregate 66 2/3% or more of the Total Commitments, or
- (c) if no Loan is then outstanding and the Total Commitments have been reduced to nil, whose Commitments aggregated 66 2/3% or more of the Total Commitments immediately before the reduction

Money Market Fund Account means the account referred to in Clause 11 1(a)(ii) (Designation of Accounts) of the Credit Agreement

Mortgage of Shares means

- (a) the mortgage of shares dated 20 March 2008 between Great Portland Estates and the Agent, and
- (b) the mortgage of shares dated 20 March 2008 between Capital & Counties and the Agent

Mortgaged Property means any freehold, or leasehold property the subject of any security created by the Deed excluding any Non Financed Property

Non Financed Property means, subject to Clauses 17 10 (Disposals and Substitution) and 17 11 (Mergers and acquisitions) of the Credit Agreement:

- (a) 201 - 207 Kensington High Street;
- (b) 183 - 190 Tottenham Court Road, or
- (c) 48 -54 Broadwick Street

Novation Certificate means a certificate substantially in the form of Part 1 of Schedule 5 (Form of Novation Certificate) to the Credit Agreement

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Occupational Lease means any occupational lease or licence or other right of occupation to which a Property may be subject from time to time

Operating Agreement means any operating agreement entered into or to be entered into by the Borrower and an Operator in form and substance satisfactory to the Agent (acting reasonably)

Operator means any person appointed as operator of the Borrower with the Agent's prior written consent (acting on the instructions of the Majority Lenders), such consent not to be unreasonably withheld or delayed

Original Lenders means Eurohypo AG, London Branch, HSBC Bank PLC and Lloyds TSB Bank PLC as lenders

Original Limited Partners means C&C Properties and Pontsarn Investments

Partnership Deed means the deed dated 31 January 2007, as amended and restated on 25 April 2007 between the Original Limited Partners and Great Capital Partnership (G P) Limited and as further amended from time to time in accordance with its terms

Pontsarn Investments means Pontsarn Investments Limited, registered in England and Wales with company number 00611070

Property means, subject to Clause 17.10 (Disposals and Substitution) of the Credit Agreement, each property which is listed in Schedule 1 (Real Property) to this Form 395, or is otherwise charged by way of first legal mortgage from time to time pursuant to the Deed or a Supplemental Security Agreement and, where the context so requires, means the buildings on that property

Property Management Agreement means any property management agreement between the Borrower and the Property Manager (in form and substance acceptable to the Agent) appointing the Property Manager

Property Manager means

- (a) B & HS Management Limited (registered in England and Wales with company number 517550), or
- (b) any other person appointed as property manager of the Properties in accordance with Clause 18.9 (Property Manager) of the Credit Agreement

Receiver means a receiver and manager or (if the Agent so specifies in the relevant appointment) a receiver, in either case, appointed under the Deed

Related Rights means any dividend or interest paid or payable in relation to any Share and any rights, money or property accruing or offered at any time in relation to any Share by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Rental Income means the aggregate of all amounts payable to or for the account of any Obligor in connection with the letting of all or part of the Properties, including (but not limited to) each of the following amounts

- (a) rent (and any amount equivalent to rent, including turnover rent) payable,
- (b) any increase of rent payable by virtue of an offer falling within the proviso of Section 3(1) of the Landlord and Tenant Act 1927,

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- (c) any rent payable by virtue of a determination made by the Court under Section 24(A) of the Landlord and Tenant Act 1954,
- (d) any sum received from any deposit held as security for performance of any tenant's obligations,
- (e) a sum equal to any apportionment of rent allowed in favour of the Chargor under the contract for the purchase of a Property,
- (f) any other moneys payable in respect of occupation and/or usage of a Property and every fixture and fitting in that Property and any fixture on that Property for display or advertisement, on licence or otherwise including fixtures and fittings relating to mobile telephony,
- (g) any monies payable under a binding contract of no less than one years duration in connection with the sponsorship or branding of a Property,
- (h) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same,
- (i) (any damages, compensation, settlement or expenses for or representing loss of rent or interest on rent awarded or agreed to be payable as a result of any proceedings taken or claim made for the same less any fees and expenses paid (which have not been reimbursed to, and are not recoverable by, the Chargor) in furtherance of the proceedings or claim,
- (j) any moneys payable under any policy of insurance in respect of loss of rent or interest on rent,
- (k) 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 Lease Document or occupancy agreement,
- (l) any sum payable by any guarantor of any occupational tenant under any Lease Document, and
- (m) any interest payable on and, any damages, compensation or settlement payable in respect of, any sum referred to above

Rent and General Account means the account referred to in Clause 11 1(a)(ii) (Designation of Accounts) of the Credit Agreement

Security Assets means all assets of the Chargor the subject of any security created by the Deed

Security Document means

- (a) the Security Agreement,
- (b) a Supplemental Security Agreement,
- (c) a Mortgage of Shares, or
- (d) any other document designated as such by the Agent and the Borrower

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security

Service Charge Account means the account referred to in Clause 11 1(a)(ii) (Designation of Accounts) of the Credit Agreement

Great Capital Property Limited (registered in England and Wales no. 06046899)

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Shareholders means Capital & Counties and Great Portland Estates

Shares means the Chargor's interests in any share in the share capital of any entity

Sterling or £ means the lawful currency for the time being of the U K

Subordinated Creditor means

- (a) Great Portland Estates,
- (b) Liberty International,
- (c) Pontsarn Investments,
- (d) C&C Properties,
- (e) B & HS Management Limited (registered in England and Wales with company number 517550), or
- (f) an Additional Subordinated Creditor

Subordination Deed means a subordination deed dated 20 March 2008 between the Subordinated Creditors and the Borrower in favour of the Agent

Subordination Accession Deed means a subordination accession deed entered into or to be entered into by an entity acceding to a Subordination Deed, in the form of the schedule to that Subordination Deed

Subsidiary means

- (a) a subsidiary within the meaning of Section 736 of the Companies Act 1985, and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985

Supplemental Security Agreement means a supplemental security agreement entered into or to be entered into by the Chargor in favour of the Agent in substantially the form scheduled to the Deed

Tenant Deposit Account means an account referred to in Clause 11 1(a)(ii) (Designation of Accounts) of the Credit Agreement

Total Commitments means the aggregate for the time being of the Commitments, being £225,000,000 at the date of the Credit Agreement

Trust Property means the property specified in Schedule 1 to the Deed or in Schedule 1 to the Supplemental Security Agreement

Valuation Deposit Account means the account referred to in Clause 11 1(a)(ii) (Designation of Accounts) of the Credit Agreement

Great Capital Property Limited (registered in England and Wales no. 06046899)

Continuation Sheet

Continuation Sheet

SCHEDULE 1

REAL PROPERTY

	PROPERTY DESCRIPTION	TITLE NUMBER
1	Tasman House, 59-63 Wells Street (inclusive), London W1	Freehold title 303611
2	67/76 Kingsway, London WC2 and the vaults beneath the footway outside the Property	Freehold title NGL334488 and leasehold title 218813
3	Metropolitan Wharf, Wapping Wall, London E1 and land lying to the west of Monza Street, London	Freehold titles 359877 and NGL502802
4	24/25 Britton Street and Turks Head Yard London EC1	Freehold title NGL303062
5	Land at Kensington High Street, comprising	
	(a) Land on the east side of Old Court Place, Kensington and land in Kensington High Street and Old Court Place, London	Freehold titles 236960 and 106460
	(b) 10, 12 and 14 Old Court Place, London W8 4PL	Freehold title BGL31861
	(c) Tunnel under Kensington Palace Gardens, London W8 as further described in a lease dated 20 February 2008 between Her Majesty the Queen (1), The Crown Estate Commissioners (2) and Great Capital Partnership (G P) Limited and Great Capital Property Limited as trustees for The Great Capital Partnership (3)	
6	126-130 Regent Street, 4 Regent Place and 36-40 Warwick Street London W1 as further described in a lease dated 20 February 2008 between Her Majesty the Queen (1), The Crown Estate Commissioners (2) and Great Capital Partnership (G P) Limited and Great Capital Property Limited as trustees for The Great Capital Partnership (3)	
7	Walmar House, 288-300 (even) Regent Street, 15 and 16 Great Castle Street and 45 and 46 Margaret Street, London W1 at ground floor level as further described in a lease dated 20 February 2008 between Her Majesty the Queen (1), The Crown Estate Commissioners (2) and Great Capital Partnership (G P) Limited and Great Capital Property Limited as trustees for The Great Capital Partnership (3)	
8	Egyptian House, 170/173 Piccadilly, London W1	Leasehold title NGL621783
9	Empire House, 174/175 Piccadilly, London W1	Leasehold title NGL812786

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10	Foxglove House, 166/168 Piccadilly, London W1	Leasehold NGL372084
11	Dudley House, 169 Piccadilly, London W1	Leasehold title NGL804655
12	12/14 Fetter Lane, London	Leasehold title NGL573821
13	Royal Trust House, 54-56 Jermyn Street, London	Leasehold title NGL394293
14	Monotype House, 43 Fetter Lane, London EC4A 1JU	Freehold title 410132 and Leasehold title LN151331
15	Park Crescent East comprising 7 and 14 Park Crescent, 1-15 Park Crescent Mews East, 92-98 Portland Place and 211 Great Portland Street, London as further described in a lease dated 20 February 2008 between Her Majesty the Queen (1), The Crown Estate Commissioners (2) and Great Capital Partnership (G P) Limited and Great Capital Property Limited as trustees for The Great Capital Partnership (3)	
16	Land of Park Crescent West comprising	
	(a) Park Crescent West comprising 16, 17, 18 to 25, 22 and 26 Park Crescent, 77 to 83 (odd) Portland Place, 7 Marylebone Road and 124 Harley Street, London as further described in a lease dated 20 February 2008 between Her Majesty the Queen (1), The Crown Estate Commissioners (2) and Great Capital Partnership (G P) Limited and Great Capital Property Limited as trustees for The Great Capital Partnership (3)	
	(b) 16 Park Crescent, Regents Park, London and the two-storey block of ten garages	Leasehold title NGL612493
	(c) Parts of the basement, lower ground, ground, first, second, third and fourth floors and the roof thereover at 18-25 Park Crescent, London	Leasehold title NGL612495
17.	26 Park Crescent and 7 Marylebone Road, Regents Park, St Marylebone, London	Leasehold title NGL612494
18.	29 to 35 Great Portland Street, London	Freehold title NGL626560
19	92-100 (even numbers) Regent Street and 31-39 (odd numbers) Glasshouse Street, London W1 as further described in a lease dated 20 February 2008 between Her Majesty the Queen (1), The Crown Estate Commissioners (2) and Great Capital Partnership (G P) Limited and Great Capital Property Limited [as trustees for The Great Capital Partnership (3)]	
20	Spirella House, 266-270 (even numbers) Regent Street and 249 Oxford Street, London W1B 3AH as further described in a lease	

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	dated 20 February 2008 between Her Majesty the Queen (1), The Crown Estate Commissioners (2) and Great Capital Partnership (G P) Limited and Great Capital Property Limited as trustees for The Great Capital Partnership (3)	
21	Regent Arcade House, 252 to 260 (even) Regent Street and 19 to 27 (odd) Argyll Street, London as further described in a lease dated 20 February 2008 between Her Majesty the Queen (1), The Crown Estate Commissioners (2) and Great Capital Partnership (G P) Limited and Great Capital Property Limited as trustees for The Great Capital Partnership (3)	
22	1A and 1B Poland Street, 26-34 Broadwick Street and 10 Livonia Street, London	Freehold title NGL806333



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 6046899
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 20
MARCH 2008 AND CREATED BY GREAT CAPITAL PROPERTY
LIMITED FOR SECURING ALL MONIES WHATSOEVER DUE OR
TO BECOME DUE FROM EACH OBLIGOR TO EACH FINANCE
PARTY 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 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 APRIL 2008

P. Selo



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES