

SCHEDULE TO COMPANIES FORM M403a**Short Particulars of Property Charged**

The first legal mortgage described below was granted by Liverpool Site 12 Limited (the "**Company**"), pursuant to the Supplemental Security Agreement, in favour of the Facility Agent as agent and trustee for the Finance Parties as defined by reference in the Supplemental Security Agreement.

All references to "Clauses" and "Schedules" below are, except where the context requires otherwise, references to clauses of, and schedules to, the Supplemental Security Agreement, and references to "this Deed" are similar references to the Supplemental Security Agreement.

1. CREATION OF SECURITY**1.1 General**

- (A) All the security created under this Deed:
 - (i) is created in favour of the Facility Agent;
 - (ii) is created over present and future assets of the Company;
 - (iii) is security for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (B) The Facility Agent holds the benefit of this Deed on trust for the Finance Parties.

1.2 Land

- (A) The Company charges by way of a first legal mortgage the property specified in Schedule 1 (Real Property).
- (B) A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any moneys paid or payable in respect of those covenants.

1.3 Confirmation

The Company confirms that, as security for the payment of the Secured Liabilities:

- (A) it has charged in favour of the Facility Agent by way of first fixed charge the assets relating to the property specified in Schedule 1 (Real Property) and referred to in clauses 2.3 (Securities) to 2.6 (Book Debts etc.) (inclusive) and clause 2.9 (Miscellaneous) of the Original Security Agreement; and
- (B) is has assigned to the Facility Agent by way of security the assets relating to the property specified in Schedule 1 (Real Property) and referred to in clauses 2.7 (Insurances) to 2.8 (Other Contracts) (inclusive) of the Original Security Agreement.

2. INCORPORATION

The provisions of clause 3 (Representations – General) (except that in the case of subclause 3.1(e), the representation is further subject to the registration of this Deed at the Land Registry) to 19 (Release) (inclusive) (other than clause 5.3 (The Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.

SCHEDULE 1

REAL PROPERTY

The leasehold property known as Tower A: 31 Strand Street, Tower B: 37 Strand Street and Tower C: 3 Kenyon's Steps Liverpool L1

"Original Security Agreement" means the security agreement between the Company and the Facility Agent dated 12 March 2007 (as amended by a deed of amendment dated 5 October 2007).