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COMPANIES FORM No. 395

208500/208

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

1114

04313995

Name of company

* Liberty Living (Severn Point) Limited (the "Charging Company")

Date of creation of the charge

26 March 2007

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

Debenture dated 26 March 2007 made between the Charging Company and others in favour of The Governor and Company of the Bank of Scotland (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule)(the "Debenture")

Amount secured by the mortgage or charge

See Part II of the attached schedule

References to any Finance Document include references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

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

The Governor and Company of the Bank of (England) (in its capacity as Security Agent for the Beneficiaries (as defined in the attached Schedule) of 21-23 Hill Street, London SCOTLAND
CONFIRMED BY FAX Postcode W1J 5BW

Presenter's name address and reference (if any)

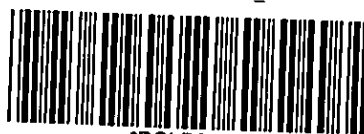
Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/PD/MED

Time critical reference

For official Use (06/2005)

Mortg



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Short particulars of all the property mortgaged or charged

See part III of the attached schedule

The attached schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges

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)

Not applicable

Signed

hords

Date *29 March 2007*

On behalf of [company] [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**

SCHEDULE TO FORM 395 FOR LIBERTY LIVING (SEVERN POINT) LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Schedule to the Debenture or to any other document, (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. In this Form 395 the following expressions have the following meanings respectively set out below:

"Account Bank" means each bank with which an Obligor has an account on the date of this Agreement, any other Finance Party and in respect of any Control Accounts such other banks as may be agreed between the Agent and the Company (each acting reasonably)

"Acquisition Agreement" means the Birmingham Acquisition, the Moorfield Acquisition and each Additional Acquisition each as defined in the Facility Agreement

"Acquisition Documents" means the Birmingham Acquisition Documents, the Moorfield Acquisition Documents and each of the Additional Acquisition Documents

"Acquisition Agreement Claims" means all the Charging Company's rights, title and interest and benefit in and to, and any sums payable to the Charging Company pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Company, and any rights of abatement or set-off, and all other rights of recovery under or pursuant to the Acquisition Agreement or any other Acquisition Document

"Assets" means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them

"Beneficiary" means the Finance Parties and each Hedge Counterparty

"Chargor" means each company named in Part V (the "Chargors") of this Schedule and (with effect from its accession) each other company which executes a deed of accession and charge and any company which subsequently adopts the obligations of a Chargor

"Collection Account" means in relation to the Charging Company, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*)

"Company" means Liberty Living Properties Limited, a limited liability company formed in the British Virgin Islands

"Control Account" means each account maintained by an Obligor with the Account Bank as contemplated by the Facility Agreement and includes any replacement account or sub-division or sub-account of any such account

"Debenture Date" means 26 March 2007

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,

- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

"Facility Agreement" means the facilities agreement dated 19 March 2007 between the Company, the Companies listed therein as Original Borrowers, the Companies listed therein as Original Guarantors and The Governor and Company of the Bank of Scotland as Arranger, Underwriter, Agent, Security Agent and in certain other capacities

"Finance Document" means the Facilities Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, the Subordination Deed, any Transaction Security Document, any Utilisation Request, the Hedging Side Letter, any Hedging Agreement, any Transfer Certificate and any other document designated as a "Finance Document" by the Agent and the Company

"Finance Party" means the Agent, the Arranger, the Security Agent, a Lender or any Hedging Counterparty

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed security*)

"Floating Charge Asset" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (*Creation of Floating Charge*) but, in relation to Assets situated in Scotland and charged by Clause 3 3(b) only in so far as concerns the floating charge over that Asset

"Group" means the Company and each of the other Obligors

"Hedge Counterparties" means any provider of hedging which constitutes a permitted Treasury Transaction and provided that such provider has acceded, and become a party to the Subordination Deed (as it may be amended) as agreed in the Hedging Side Letter

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

"Intellectual Property Rights" in relation to the Charging Company, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xi) to (xvi) inclusive of Clause 3.2 (*Fixed security*)

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of

redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Secured Sums" means 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 Chargor to all or any of the Beneficiaries under each or any of the Finance Documents in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

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

"Security Agent" means The Governor and Company of the Bank of Scotland acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Specified Intellectual Property" means the Intellectual Property (if any) listed in Part VII of this schedule, (*Specified Intellectual Property*)

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 258(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

"Subordination Deed" means the Subordination Deed dated 16 March 2007 made between, amongst others, the Finance Parties the Group and the Investors as set out therein

Part II
Amount Secured by the mortgage or charge

The Charging Company (as primary obligor and not merely as surety)

- (a) covenants with and undertakes to the Security Agent that it will pay or discharge the Secured Sums at the times and in the manner provided in the relevant Finance Documents,
- (b) undertakes with the Security Agent (for and on behalf of the Beneficiaries) that whenever another Chargor does not pay any amount when due under or in connection with any Finance Document, that Chargor shall immediately on demand pay that amount as if it was the principal obligor, and
- (c) indemnifies the Security Agent (for and on behalf of itself and the Beneficiaries) immediately on demand against any cost, loss or liability suffered by that Beneficiary for any reason if any obligation under the Finance Documents is or becomes unenforceable, invalid or illegal (whether or not such cost, loss or liability arises as a direct or indirect result of such unenforceability, invalidity or illegality) The amount of the cost, loss or liability shall be equal to the amount which the Security Agent or any Beneficiary as the case maybe would otherwise have been entitled to recover

Part III

Particulars of property mortgaged or charged

- 1 The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned to the Security Agent
 - (a) the benefit of all of its Acquisition Agreement Claims,
 - (b) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
 - (c) all its rights, title and interest from time to time in respect of any hedging arrangements,
 - (d) all claims against all persons who are at the Debenture Date or in the future the lessees, sub lessees, tenants or licensees of its Land and all guarantors and sureties for the obligations of such persons,
 - (e) the benefit of all guarantees, contracts, appointments, warranties and representations given or made to it by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures at the Debenture Date or in the future attached to such Land, and
 - (f) the benefit of all rights and claims to which it is at the Debenture Date or in the future entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land

2 The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Agent

- (a) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of this Debenture, in each case as described in Part VI of this Schedule, (*Registered Land to be Mortgaged*),
- (b) by way of legal mortgage, all other Land in England and Wales at the Debenture Date vested in it and not registered at the Land Registry (if any),
- (c) by way of fixed charge
 - (i) all other Land which is at the Debenture Date, or in the future becomes, its property,
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,
 - (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2,
 - (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (v) all Specified Investments which are at the Debenture Date its property, including all proceeds of sale derived from them,
 - (vi) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,
 - (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,
 - (ix) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in this Debenture,
 - (x) all its goodwill and uncalled capital for the time being,
 - (xi) all Specified Intellectual Property belonging to it (if any),

- (xii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and know-how in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in subparagraphs (c)(x) to (xiv) inclusive of Clause 3,
- (xvii) all trade debts at the Debenture Date or in the future owing to it,
- (xviii) *[Deliberately left blank]*
- (xix) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Assignments*),
- (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,
- (xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of this Debenture,
- (xxiv) all moneys at any time standing to the credit of any Control Account, and
- (xxv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

3 The Charging Company, with full title guarantee and with absolute warrandice in relation to any Asset situated in Scotland or otherwise governed by or subject to Scots Law,

charged to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (*Assignments*) or charged by any fixed charge contained in Clause 3 2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*), and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland or otherwise governed by or subject to Scots Law,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

Part IV

Covenants and Restrictions

- 1 By Clause 6 1 (*Collection Account*), the Charging Company agreed to collect and to realise all its Receivables and, promptly on receipt, pay all the money so collected into the Collection Account specified from time to time by the Security Agent. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Agent
- 2 By Clause 6 3 (*No Derogation*), the Charging Company agreed not to purport, without the Security Agent's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business
- 3 By Clause 7 (*Negative Pledge and other restrictions*), the Charging Company agreed that it would not, without the prior written consent of the Security Agent (and with the exception of the Permitted Security)
 - (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 4 By Clause 11 2 (*Negative Covenants*) the Charging Company agreed not to, save as expressly permitted under the Facility Agreement, without the prior written consent of the Security Agent
 - (a) exercise any power of leasing in relation to its Land, or accept surrenders or renunciations of leases of its any Land or agree to do so,
 - (b) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet or sublet in relation to its Land

to the extent that it would be reasonably likely to materially adversely effect its value or the value of the Security constituted by the Debenture,

(c) share the occupation of any Land with any other person or agree to do so

5 By Clause 12 2, the Charging Company agreed not to, without the prior written consent of the Security Agent (other than as expressly permitted by the Finance Documents)

(a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights,

(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,

(c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or

(d) amend the specification or drawings referred to in any granted patent

Part V

The Chargors

NAME	REGISTERED NUMBER
Liberty Living UK Limited	6064187
Liberty Living Properties Limited	689324
Liberty Living (Sheffield) Limited	391665
Coventry Properties Limited	470494
Liberty Park (Coventry) Limited	503629
Filbert Street Properties Limited	460895
One Leeds Properties Limited	485765
Liberty Court (Sheffield) Limited	391666
Liberty Living (Aberdeen) Limited	670297
Liberty House (Glasgow) Limited	670298
Liberty Park (Leeds) Limited	538280
Liberty Park (Leicester) Limited	538281
Liberty Living (Opportune) Limited	75976
Polhill Properties Limited	678957
Liberty Park Bedford Limited	678956
Liberty Square (Nottingham) Limited	431853
Liberty House (Manchester) Limited	685313
Liberty Park (Liverpool) Limited	398811
Liberty Living (Manchester RNCM) Limited	670299

NAME	REGISTERED NUMBER
Liberty Living (AP) Limited (formerly Domain Atlantic Point Limited)	3633307
Liberty Living (Atlantic Point) Limited (formerly Domain Atlantic Point Management Limited)	3885187
Liberty Living (SP) Limited (formerly Domain North Road Limited)	04017775
Liberty Living (Severn Point) Limited (formerly Domain North Road Management Limited)	04313995
Liberty Living (QP) Limited (formerly Domain Navigation Road Limited)	04302869
Liberty Living (TP) Limited (formerly Domain West Street Limited)	04330729
Liberty Living (Trinity Point) Limited (formerly Domain West Street Management Limited)	04992358
Liberty Living (PP) Limited (formerly Domain Prescott Street Limited)	03991475
Liberty Living (Prospect Point) Limited (formerly Domain Prescott Street Management Limited)	04637570
Liberty Living (CP) Limited (formerly Domain Mandy Road Limited)	04616092
Liberty Living (Cambrian Point) Limited (formerly Domain Mandy Road Management Limited)	05591986
Liberty Living (QPI) Limited (formerly Domain Melbourne Street Limited)	04616115
Liberty Living (Quay Point) Limited (formerly Domain Melbourne Street Management Limited)	05234174
Liberty Living (MP) Limited (formerly Domain Hanover Mills Limited)	04314013
Liberty Living (Mill Point) Limited (formerly Domain Hanover Mills Management Limited)	04828083
Liberty Living Students (Birmingham QHC) Limited	1042107
Liberty Living Students (Birmingham TB) Limited	1042106
Liberty Living Students (Birmingham HC) Limited	1042108

Part VI

Land mortgaged under Clause 3.2 (Fixed security) of the Debenture.

	Description of Property	Name of Chargor/ Registered Proprietor	Title Numbers
1	Liberty Buildings, Eastern Boulevard, Leicester LE2 7BA	Liberty Park (Leicester) Limited (a BVI Co)	LT18869
2	Land on the east side of Mason Street, Liverpool	Liberty Park (Liverpool) Limited (a BVI Co)	MS380950
3	Liberty House, Cavendish Street, Manchester M15 6BQ	Liberty House (Manchester) Limited (a BVI Co)	GM808717
4	Russell Square, Russell Street, Nottingham	Liberty Square (Nottingham) Limited (a BVI Co)	NT361113
5	Liberty Park, Queens Road, Coventry CV1 3GX	Liberty Park (Coventry) Limited (a BVI Co)	WM761322
6	Land on the east side of Mortimer Street, Sheffield	Liberty Court (Sheffield) Limited (a BVI Co)	SYK369861
7	75 and 77 St Mary's Road, Sheffield	Liberty Living (Sheffield) Limited (a BVI Co)	SYK49506
8	Land on the west side of Dantzig Street, Manchester	Liberty Living (Opportune) Limited	GM779767
9	Land and buildings on the north west side of Marlborough Street, Leeds	Liberty Park (Leeds) Limited (a BVI Co)	WYK720083
10	80-88 Elswick Road and 1 Somerset Place, Newcastle upon Tyne	Liberty Living (Opportune) Limited	TY70165
11	86-88 Elswick Road, Newcastle upon Tyne	Liberty Living (Opportune) Limited	TY82986
12	Aldis House, 50-59 Osborne Road, Jesmon, Newcastle upon Tyne NE2 2AS	Liberty Living (Opportune) Limited	TY346363
13	Sir Charles Groves Hall, 4 Booth Street West, Manchester	Liberty Living (Manchester RNCM) Limited (a BVI Co)	GM900508 and GM900509
14	Liberty Park, Polhill Campus, Bedford	Polhill Properties Limited (a BVI Co)	Still in process of registration

15	Atlantic Point, Naylor Street, Liverpool	Liberty Living (AP) Limited Liberty Living (Atlantic Point) Limited	MS416906 MS435905
16	Land on the north side of Prescott Street, Liverpool, land being 89 and 93 to 99 (odd numbers) Prescott Street, Liverpool, land being part of 75-85 Prescott Street, Liverpool, land at 87 Prescott Street, Liverpool, land being part of 75-85 Prescott Street, Liverpool	Liberty Living (PP) Limited Liberty Living (Prospect Point) Limited	MS471396, LA284891, MS478383
17	Hanover Mill, Buxton Street, Ardwick, Manchester M1 2PP	Liberty Living (MP) Limited Liberty Living (Mill Point) Limited	GM806919 GM961222
18	Trinity Point, West Street, Coventry	Liberty Living (TP) Limited Liberty Living (Trinity Point) Limited	WM654688, WM395916, WM25155, WM431135, WM238813 WM828462
19	Land at Melbourne Street and Gibson Street Newcastle Upon Tyne and land on the north side of Melbourne Street Newcastle Upon Tyne	Liberty Living (Quay Point) Limited Liberty Living (QP) Limited	TY431556 Lease of part dated 12 May 2006 between (1) Domain Melbourne Street Limited and (2) Domain Navigation Road Limited (granted out of title TY405960 and yet to be registered)

20	Bearmach House lying to the south side of Mandy Road, Cardiff	Liberty Living (CP) Limited Liberty Living (Cambrian Point) Limited	WA41596 CYM270535
21	Severn Point, North Road, Cardiff and land at the North Estate side of Blackweir Terrace, Cardiff	Liberty Living (SP) Limited Liberty Living (Severn Point) Limited	WA981825, WA46136 CYM74345
22	The Beeches, Elvetham Road, Edgbaston, Birmingham, B15 2NL	Liberty Living Students (Birmingham TB) Limited	WM572741
23	Queens Hospital Close, Bath Row, Edgbaston, Birmingham, B15 1NH	Liberty Living Students (Birmingham QHC) Limited	WM584353
24	Hunter Court, Pershore Road, Edgbaston, Birmingham, B5 7QF	Liberty Living Students (Birmingham HC) Limited	WM595405

Part VII

Specified Intellectual Property

None at the date of this Debenture

FILE COPY



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

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

COMPANY No 04313995

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th MARCH 2007 AND CREATED BY LIBERTY LIVING (SEVERN POINT) LTD. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES 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 12th APRIL 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th APRIL 2007.

PDW



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES