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COMPANIES FORM No. 395

091626/13

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.

CHFP131

Pursuant to section 395 of the Companies Act 1985

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

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

For official use Company number

10

4298209

Name of company

Parabola Land Limited (the "Borrower")

*insert full name of Company

Date of creation of the charge

4th May 2006

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

Supplemental debenture (the "Supplemental Debenture"), being supplemental to the Original Debenture.

Amount secured by the mortgage or charge

The Liabilities (as defined in the Original Debenture) being all monies and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred from the Borrower to the Lender under the Finance Documents whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety on any current or other account whatever including interest discount commission and other costs, charges and expenses or under the Original Debenture or the Supplemental Debenture.

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

Parabola Estates Limited (the "Lender")
Central Square
Forth Street, Newcastle Upon Tyne, Tyne & Wear Postcode NE1 3PJ

Presentor's name address and reference (if any):

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London, EC4R 9HA
DX 92 London
Tel: 020 7760 1000

APRO/19858/00009 [5203134.2]

Time critical reference

For official Use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please do not write in this margin
Please complete legibly, preferably in black type, or bold block lettering

1. By way of legal mortgage all of the Borrower's rights to and title and interest from time to time in the Additional Property; and
2. By way of security assignment all of the Borrower's rights to and title and interest from time to time in:
(A) the Insurances; and
(B) all Rents
in each case relating to the Additional Property.

NOTES:

1. The Supplemental Debenture incorporates a provision from the Original Debenture that the Borrower shall execute and do at its own cost and in such form as reasonably required by the Lender such further additional mortgages, fixed or floating charges, assignments, transfers and conveyances and such assurances, deeds, documents, acts and things as the Lender may reasonably require to perfect or protect the security created by the Supplemental Debenture and/or to facilitate or effect any dealing with the Charged Assets

Particulars as to commission allowance or discount (note 3)

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

Signed *Brian Hugh Pein* *LLP* Date *22 May 2006*

On behalf of [mortgagee/chargee]

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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Order are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ.

CHFP131

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No. 1
to Form No 395 and 410 (Scot)

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

Company Number

4298209

Name of Company

Parabola Land

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

. Amount due or owing on the mortgage or charge (continued)

Please do not write
in this binding
margin

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

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Please do not write
in this binding
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Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

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

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in connection with the Supplemental Debenture including service of any notice of assignment (and procuring receipt of that notice) and affixing or indorsing (as appropriate) notice of the security intended by the Deed on any Charged Asset.

2. The Supplemental Debenture incorporates a provision from the Original Debenture that the Borrower may not and covenants that it shall not without the prior written consent of the Lender create or attempt or contract to create or suffer or permit to subsist, any Security Interest over the Charged Assets save for the Permitted Security Interest (as defined in the Facility Agreement) and to ensure that the Charged Assets remain subject to the security created by the Finance Documents.
3. The Supplemental Debenture contains or incorporates the following definitions:

"Additional Property" means (A) all of the freehold and/or leasehold property of the Borrower specified in Schedule 1 below (*Additional Property*) and (B) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery and other structures now or in future on it and all easements and rights attaching to it and in each case each and every part of it.

"Borrower" means Parabola Land Limited including its successors in title and assigns.

"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by the Supplemental Debenture and the subject matter of each of them.

"Facility Agreement" means the facility agreement made between the Lender (1) and the Borrower (2) dated 16 May 2005 as amended, varied or supplemented from time to time.

"Finance Documents" means each and all of the Facility Agreement, the Security Documents and all other documents or instruments granted or created in favour or for the benefit of the Lender under the Facility Agreement and any other document so designated by the parties now or in the future.

"Insurances" means all insurances from time to time taken out in respect of the Charged Assets and all buildings, structures, plant, machinery and equipment included in or on the Additional Property and the Borrower's interest in all other insurance policies taken out in relation to the Finance Documents and all monies from time to time payable in respect of them.

"Original Debenture" means the Debenture dated 16 May 2005 between (1) the Borrower and (2) the Lender.

"Lender" means Parabola Estates Limited.

"Occupational Lease" means each and all of the leases and/or agreements for lease and/or licences or other occupational interests subject to which the Borrower's interest in the Additional Property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them.

"Rents" means all rents and other sums payable under any Occupational Leases including all insurance rent, service charges and VAT (if any) payable on or in respect of them.

"Security Documents" means each and all of the Original Debenture, the other security documents referred to in the Facility Agreement and any other charges, guarantees, indemnities and other security documents or instruments granted or created in favour of the Lender under the Facility Agreement and any other document so designated by the parties now or in the future.

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, standard security, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.

"VAT" means value added tax or any similar or substitute tax.

Schedule 1: Additional Property

Part of the Property known as Kings Place, York Way, London N1 as shown hatched brown on the plan annexed to the Supplemental Debenture being part of freehold title number NGL233517

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

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FILE COPY



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

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

COMPANY No. 04298209

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE DATED THE 4th MAY 2006 AND CREATED BY PARABOLA LAND LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO PARABOLA ESTATES LIMITED 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 23rd MAY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th MAY 2006.

BDMM



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —