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CHFP025

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



04299901

Name of company

* Lionbrook Nominee (44/48 Bow Lane) No. 1 Limited, registered in England and Wales with company number 04299901 (the "Company")

Date of creation of the charge

29 September 2006

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

Floating Charge made between the Company, the Security Trustee (as defined below) and others (the "Deed")

Amount secured by the mortgage or charge

All present and future indebtedness, monies, obligations and liabilities of the Borrower and each Chargor to the Secured Finance Parties under the Deed and each of the other Finance Documents in whatever currency denominated whether actual or contingent, present or future and whether owed jointly or severally or as principal or as surety together with the Secured Finance Parties' charges and commission, interest and Expenses (together the "Secured Liabilities").

For definitions in this form M395 please see Schedule 1.

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

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (with registered number C1) of 11 Philpot Lane, London as trustee and agent for the Secured Finance Parties (in such capacity, the "Security Trustee")

Postcode EC3M 8BA

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

CMS Cameron McKenna LLP
Mitre/House
160 Aldersgate Street
London
EC1A 4DD

For official Use (06/2005)

Mortgage Section

Post room



LD5
COMPANIES HOUSE

LJU97JLI
419
12/10/2006

Time critical reference

ENTH/SJJ/0Z2878.00051

Please return via
C. London Courier

Short particulars of all the property mortgaged or charged

A first floating charge of all the undertaking, all the property, assets and rights whatsoever, and all the stock in trade of the Company whether present or future.

Note: The Deed contains the following restriction:

The Company shall not:

(i) create or permit to subsist any Security on any Security Asset other than one expressly permitted under the Finance Documents or with the prior written consent of the Security Trustee;

(ii) sell, transfer, grant, lease, factor, discount or otherwise dispose of any Security Asset or permit the same to occur, except for the disposal in the ordinary course of trade (as conducted by the Company at the date of the Deed) of any Security Asset which is subject only to the floating charge created by the Deed or where expressly permitted under the Finance Documents; or

(iii) enter into any sale or agency agreement, stock financing or other arrangement which has the same economic effect as creating Security over any Security Assets.

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 CMS Carson McKenna LLP Date 9 October 2006

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

Schedule 1

1. Definitions and Interpretation

1.1 The following words shall have the following meanings in this form M395:

“Borrower”: means each Initial Borrower or an Additional Borrower (as defined in the Facility Agreement) unless it has ceased to be a Borrower in accordance with Clause 23 (*Changes to the Obligor*) of the Facility Agreement;

“Chargor”: means the following persons:

| | |
|---|----------|
| ING Lionbrook (General Partner) Limited | 03377515 |
| ING Lionbrook Property Fund | LP005501 |
| Lionbrook Nominee (Network Park) No. 1 Limited | 04299899 |
| Lionbrook Nominee (Network Park) No. 2 Limited | 04299873 |
| Lionbrook Nominee (St. Swithin's) No. 1 Limited | 04299911 |
| Lionbrook Nominee (St. Swithin's) No. 2 Limited | 04299909 |
| Lionbrook Nominee (1/9 Bow Lane) No. 1 Limited | 04299891 |
| Lionbrook Nominee (1/9 Bow Lane) No. 2 Limited | 04299897 |
| Lionbrook Nominee (21-23 St. Swithin's) No. 1 Limited | 04364908 |
| Lionbrook Nominee (21-23 St. Swithin's) No. 2 Limited | 04364912 |
| Lionbrook Nominee (49/52A Bow Lane) No. 1 Limited | 04299913 |
| Lionbrook Nominee (49/52A Bow Lane) No. 2 Limited | 04299926 |
| Lionbrook Nominee (44/48 Bow Lane) No. 1 Limited | 04299901 |
| Lionbrook Nominee (44/48 Bow Lane) No. 2 Limited | 04299907 |
| Squires Gate (Blackpool) (No. 1) Limited | 04164236 |
| Squires Gate (Blackpool) (No. 2) Limited | 04163742 |
| Lionbrook Property Partnership Nominee No. 1 Limited | SC084451 |
| Lionbrook Property Partnership Nominee No. 2 Limited | SC148063 |
| Lionbrook Property Partnership Nominee No. 3 Limited | SC113057 |
| Reading Retail Park Limited | 04877475 |
| Lionbrook (Clock Towers, Rugby) No. 1 Limited | 05088623 |

“Expenses”: means all expenses (on a full indemnity basis) including costs, legal costs, charges, expenses and damages sustained or properly incurred by the Security Trustee or any Receiver at any time in connection with the Security Assets or the Secured Liabilities or in taking or perfecting the Deed or in protecting, preserving, defending or enforcing the security created by the Deed or in exercising any power under the Deed (including any payments made on any Chargor’s behalf under any terms of the Deed) or otherwise with interest from the date they are incurred;

“Facility Agreement”: means the facility agreement dated 29 September 2006 and made between ING Lionbrook (General Partner) Limited as general partner of ING Lionbrook Property Fund and another (1), The Governor and Company of the Bank of Ireland as arranger (the **“Arranger”**) (2), The Governor and Company of the Bank of Ireland as the original lender (the **“Original Lender”**) (3), and The Governor and Company of the Bank of Ireland as agent of the other Finance Parties (the **“Agent”**) and as security trustee of the Secured Finance Parties (the **“Security Trustee”**) (4);

“Finance Document”: means the Facility Agreement, the Security Documents (as defined in the Facility Agreement), any Fee Letter (as defined in the Facility Agreement), any Duty of Care Agreement (as defined in the Facility Agreement), any other document designated as such by the Agent and the Borrower other than for the purposes of Clause 12 (*Tax gross up and indemnities*), Clause 13 (*Increased Costs*) and Clause 30 (*Set Off*) of the Facility Agreement, and any Hedging Agreement (as defined in the Facility Agreement);

“Finance Party”: means the Agent, the Arranger, a Lender or the Security Trustee;

“Lender”: means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with Clause 22 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement;

“Receiver”: means a receiver, receiver and manager or administrative receiver appointed under the Deed;

“Secured Finance Party”: means each of the Finance Parties and, if it is also a Lender, a Hedge Counterparty (as defined in the Facility Agreement);

“Security”: means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

“Security Assets”: means all assets of the Company which are the subject of any security created by the Deed.

General Definitions

the “**assets**” of any person shall include the undertaking, property, revenues, rights and assets (present and future) of whatsoever nature of such person;

a “**benefit**” shall include the right to demand or receive money, to exercise all or any right available at law or in equity, to compel performance or to give any notice;

a “**person**” shall include any person, firm, company, partnership, corporation or unincorporated body of persons or any state or government or any agency or delegate of them.

Interpretation

Any reference in the Deed to any Finance Document or any other agreement or other document shall be construed as a reference to such Finance Document or that other agreement or document as the same may have been, or may from time to time be restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:

- (a) there is an increase or decrease in any facility made available under it or in the period for which it is available or in which it is repayable;
- (b) any additional, further or substituted facility to or for such facility is provided;
- (c) any rate of interest, commission or fees or relevant purpose is changed;
- (d) the identity of the parties is changed;
- (e) the identity of the providers of any security is changed;
- (f) there is an increased or additional liability on the part of any person; or
- (g) a new agreement is effectively created or deemed to be created.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04299901

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 29th SEPTEMBER 2006 AND CREATED BY LIONBROOK NOMINEE (44/48 BOW LANE) NO.1 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER AND EACH CHARGOR TO THE SECURED FINANCE PARTIES 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 OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd OCTOBER 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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