

14 3938/13
MG01

Particulars of a mortgage or charge



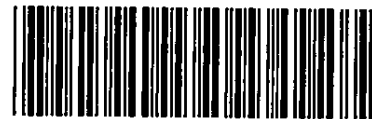
A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for
company To do this, please
form MG01s

THURSDAY



LD2

"L16OFODT"

12/04/2012

#39

COMPANIES HOUSE

1 Company details

Company number 0 4 4 3 4 7 1 6
Company name in full Key Property Investments (Number Five) Limited ("the Company")



For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d0 d2 m0 m4 y2 y0 y1 y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture (the "Debenture")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All monies, obligations 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 each Obligor to the Finance Parties
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 (the "Liabilities")

Continuation page

Please use a continuation page if
you need to enter more details

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name	BANK OF SCOTLAND PLC (the "Security Trustee")
Address	THE MOUND
	EDINBURGH
Postcode	E H 1 1 Y Z
Name	
Address	
Postcode	

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars	<p>1. By way of legal mortgage:</p> <p>(a) each Property described opposite the Company's name in Schedule 1, and</p> <p>(b) any other freehold or leasehold property now vested in the Company.</p> <p>2. By way of fixed charge each of the following including all rights of enforcement of the same:</p> <p>(a) the Company's interest in any freehold or leasehold property acquired after the date of the Debenture;</p> <p>(b) the Company's interest in the Relevant Contracts,</p> <p>(c) all fixtures, fittings, plant, machinery, manuals and other chattels in respect of any Charged Property and all guarantees and warranties in respect of any of them;</p> <p>(d) all easements, licences and other rights relating to any Charged Property in which the Company has an interest;</p> <p>(e) the Company's Accounts and any other accounts of the Company maintained from time to time with the Security Trustee or any other Finance Party and the debts represented by them,</p> <p>(f) the Investments;</p> <p>(g) if applicable the Company's uncalled capital;</p> <p>(h) the Company's goodwill, and</p> <p>(i) all Related Rights in respect of the above.</p> <p>3. By way of security assignment each of the following including all rights of enforcement of the same:</p> <p>(a) all Rent present and future;</p> <p>(b) the Disposal Proceeds;</p> <p>(c) all book debts and other debts present and future payable to the Company;</p> <p>(d) the Accounts and any other accounts of the Company from time to time not charged under paragraph 2 above and the debts represented by them;</p> <p>(e) the Company's rights, interests and all monies payable to it under any Insurance Policies;</p> <p>(f) the benefit of the copyright and similar rights vested in the Company from time to time in connection with any Charged Property;</p> <p>(g) all causes of action and other rights and remedies in which the Company has an interest from time to time;</p>
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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance
or discount

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9

Signature

Please sign the form here

Signature

Signature

X *Berni Leighton Pagner LLP* X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name Sarah Kennedy L0201 15

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (h) the Company's rights, interests and all monies payable to it under any Hedging Arrangement present and future;
- (i) the benefit of any monies paid or payable to the Company from time to time by way of compensation, endowment, gift, grant or otherwise,
- (j) the Company's interest from time to time in any VAT recoveries; and
- (k) all Related Rights in respect of the above

- 4 By way of floating charge all the Company's assets, property and undertaking both present and future.

NOTES:

- 1 The Debenture provides that where two or more persons purport to create a Security Interest over the same Charged Asset under the Debenture then:
 - (a) they (or such of them as have the joint interest in the relevant Charged Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Charged Asset;
 - (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Charged Asset; and
 - (c) where one or more charges the legal interest and the other charges the beneficial interest then each person shall be deemed to have confirmed the Security Interest granted by the others
- 2 The Debenture provides that the charges created under the Debenture expressed to be:
 - (a) fixed charges, shall only apply to the extent that they create fixed security; and
 - (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under the Debenture.
- 3 The Debenture provides that the Security Trustee may at any time by notice in writing to the Chargors convert the floating charge referred to in paragraph 4 above with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if:
 - (a) an Event of Default is continuing; or
 - (b) the Security Trustee considers that any of the Charged Assets may be in danger of being seized, attached, charged, taken possession of or sold under any form of legal process
- 4 The Debenture provides that the floating charge referred to in paragraph 4 above will convert automatically with immediate effect into a fixed charge as regards all the assets subject to the floating charge if
 - (a) any Chargor creates or attempts to create any Security Interest (other than Permitted Security Interest, as defined in the Facility Agreement) over any Charged Assets;
 - (b) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of any Chargor over all or any part of its assets, or if such person is appointed;
 - (c) any other floating charge over any of the Charged Assets crystallises; or
 - (d) in any other circumstances prescribed by law.
- 5 The Debenture provides that each Chargor shall execute and do at its own cost and in such form as is reasonably required by the Security Trustee:
 - (a) such further additional mortgages, charges, assignments, transfers and conveyances, and
 - (b) such assurances, deeds, documents, acts and things,

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>as the Security Trustee may reasonably require to perfect or protect the security created by the Debenture and/or to facilitate or effect any dealing with the Charged Assets in connection with the Debenture.</p> <p>6 The Debenture provides that following an Event of Default which is continuing, the Security Trustee may (without notice to or consent from a Chargor and in that Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money but excluding the right to vote) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.</p> <p>7 The Debenture incorporates a provision from the Facility Agreement that (except as permitted under the Facility Agreement) each Obligor (i) shall not create or permit to subsist any Security Interest over any of its assets, and (ii) shall not sell, lease, transfer or otherwise dispose of any Property asset, or business, undertaking or any investment of any nature</p> <p>8 The Debenture incorporates a provision from the Facility Agreement that a Finance Party may set off any matured obligations due from an Obligor under any Finance Document (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.</p> <p>9 The Debenture contains or incorporates the following definitions: Account Bank means Bank of Scotland plc or such other bank now or in the future with whom the Agent (acting reasonably) nominates the Accounts are held. Accounts means the General Accounts, the Rent Accounts, the Disposal Proceeds Account, the Rent Deposit Accounts, the Luxembourg Accounts and such other accounts maintained by an Obligor under the Finance Documents. Administrative Party means the Arranger, the Agent or the Security Trustee Agent means Bank of Scotland plc as agent for the Finance Parties. Arranger means Bank of Scotland plc as the mandated arranger of the facility granted by the Facility Agreement. Borrower means Key Property Investments Limited (registered in England and Wales with company number 03372175) whose registered office is at Sir Stanley Clarke House 7 Ridgeway Quinton Business Park Birmingham B32 1AF. 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 Debenture and the subject matter of each of them. Charged Property means any freehold or leasehold property from time to time charged pursuant to the Debenture Chargors means the parties listed in Schedule 3 below. Disposal Proceeds means all capital monies or other sums or other consideration paid or payable in respect the disposal of an Obligor's interest in all or any part of any Property. Disposal Proceeds Account means an account in the name of the Borrower numbered 06087692 (sort code 12 05 65) with the Account Bank. Event of Default means any event or circumstance specified in Clause 25 of the Facility Agreement (whether or not declared). Facility Agreement means a facility agreement dated on or about the date of the Debenture and made between amongst others the Security Trustee (1) and the Chargors</p>

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Short particulars

(2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

Finance Document means each of the Facility Agreement, and also each Security Document, the Deed of Subordination, the Fees Letter, each Hedging Arrangement, any Duty of Care Agreement, each Utilisation Request, each Accession Letter, each Transfer Certificate (all as defined in the Facility Agreement) and any other document so designated in writing by both the relevant Borrower Party (as defined in the Facility Agreement) and the Agent.

Finance Party means an Administrative Party, the Servicer, a Hedging Counterparty or a Lender.

General Accounts mean together

- (a) an account in the name of Key Property Investments (Number Two) Limited numbered 00438204 (sort code 12 05 65) with the Account Bank, and
- (b) an account in the name of the Borrower numbered 06066234 (sort code 12 05 65) with the Account Bank

Hedging Arrangement means any currency swap or interest rate hedging arrangement in relation to currency fluctuations or interest payments under the Facility Agreement (including where the context requires the 2002 master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower and a Hedging Counterparty).

Hedging Counterparty means each and every Original Hedging Counterparty and any bank or financial institution appointed as Hedging Counterparty pursuant to Clause 27.9 of the Facility Agreement which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

Insurance Policy means any policy of insurance in which each Chargor may from time to time have an interest relating to any Charged Property

Investments means the existing or future interest of the relevant person in

- (a) the ordinary shares held in the issued share capital of the companies listed in column one of the table at Schedule 2 below,
 - (b) any stocks, shares (including all shares in any residents or management company connected with the Properties), bonds, units or any form of loan or other capital of or in any legal entity; and
 - (c) any warrant or other right to acquire any such investment,
- in each case, including any income, offer, right or benefit in respect of any such investment

Lender means.

- (a) any Original Lender; and
- (b) any person which has become a Party in accordance with Clause 27 of the Facility Agreement.

which, in each case, has not ceased to be a Party in accordance with the terms of the Facility Agreement.

Luxembourg Account Bank means The Royal Bank of Scotland plc.

Luxembourg Accounts means together:

- (a) an account in the name of KPI Lux numbered LU53 1620 8000 0001 5046 with the Luxembourg Account Bank;
- (b) an account in the name of KPI I Lux numbered LU31 1620 8000 0001 5054 with the Luxembourg Account Bank;
- (c) an account in the name of KPI II Lux numbered LU09 1620 8000 0001 5062 with the Luxembourg Account Bank; and
- (d) an account in the name of KPI III Lux numbered LU84 1620 8000 0001 5070 with the Luxembourg Account Bank.

New Chargor means any person which at any time becomes a Chargor in accordance with Clause 28.2 of the Facility Agreement.

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Please give the short particulars of the property mortgaged or charged

Short particulars

Obligor means each of the Borrower and each Chargor and each New Chargor.

Occupational Lease means any lease, agreement for lease, licence or other occupational interest subject to which an Obligor's interest in a property is held now or in the future including any guarantee and rent deposit arrangements entered into under the terms of them.

Original Lenders means Bank of Scotland plc, The Royal Bank of Scotland plc and Abbey National Treasury Services plc.

Original Hedging Counterparties means Bank of Scotland plc, The Royal Bank of Scotland plc and Santander UK plc (formerly Alliance & Leicester plc).

Party means a party to the Facility Agreement.

Property means each property details of which are set out in Schedule 1 below including all

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and
- (c) easements, access-rights, rights of way, wayleaves and rights attaching to it.

Related Rights means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) all monies and proceeds paid or payable in respect of that asset, (including all rights against any trustee, nominee, fiduciary or clearing system).

Relevant Contracts means each and all of the following both present and future:

- (a) each contract in respect of any disposal of any Charged Asset;
- (b) each Occupational Lease;
- (c) any asset management agreement;
- (d) any managing agent's agreement; and
- (e) all other agreements, in which a Chargor has an interest,

in each case, including any guarantees or sureties entered into in respect of them.

Rent means all sums paid or payable to or for the benefit of any Obligor arising from the letting, use or occupation of all or any part of any property owned by an Obligor, including, without limitation:

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of any tenant's obligations;
- (c) proceeds of insurance in respect of loss of rent or interest on rent;
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease;
- (e) any service charge payments;
- (f) proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to any such property and for expenses incurred in relation to any such breach;
- (g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease;
- (h) any contribution by an occupational tenant of a Property to ground rent due under any Occupational Lease out of which an Obligor derives its interest in to any such property;
- (i) any payment from a guarantor or other surety in respect of any of the items listed in this definition;

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Short particulars

- (j) interest, damages or compensation in respect of any of the items in this definition; and
 - (k) any amount which represents VAT chargeable in respect of any such sum.
- Rent Accounts** means together
- (a) an account in the name of Key Property Investments (Number Two) Limited numbered 00438300 (sort code 12 05 65) with the Account Bank; and
 - (b) an account in the name of Key Property Investments (Number Six) Limited numbered 06002994 (sort code 12 05 65) with the Account Bank.
- Rent Deposit Accounts** means together
- (a) an account in the name of KPI 2 numbered 06027497 (sort code 12 05 65) with the Account Bank;
 - (b) an account in the name of KPI 2 numbered 06050419 (sort code 12 05 65) with the Account Bank;
 - (c) an account in the name of KPI 2 numbered 06047914 (sort code 12 05 65) with the Account Bank;
 - (d) an account in the name of KPI 2 numbered 06033117 (sort code 12 05 65) with the Account Bank;
 - (e) an account in the name of KPI 2 numbered 06052529 (sort code 12 05 65) with the Account Bank;
 - (f) an account in the name of KPI 2 numbered 06041758 (sort code 12 05 65) with the Account Bank; and
 - (g) any other account opened with the Account Bank for the purpose of holding tenant deposits.
- Security Interest** means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust, encumbrance or security interest and any other agreement or arrangement entered into to create or confer security over any asset.
- Servicer** means such person appointed by the Agent (acting upon the direction of the Majority Lenders, as defined in the Facility Agreement) to act as loan servicer under the Facility Agreement.
- VAT** means:
- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
 - (b) any other tax of similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere

Schedule 1 The Property

Property	Registered Proprietor	Property Description
Boughton Road, Rugby	KPI I Sàrl	Leasehold WK341580 Land and buildings lying to the West of Boughton Road, Rugby
Boughton Road, Rugby	Key Property Investments (Number Two) Limited	Freehold Land at Boughton Road, Rugby WK397651

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Short particulars

Firth Road Works, Firth Road Lincoln	KPI I Sàrl	Freehold LL56117 Land and buildings on the South side of Firth Road, Lincoln
Lindum House, Lincoln	KPI I Sàrl	Freehold LL56098 11 Sewell Road, Lincoln, LN2 5RY
Ruston Works, Lincoln	KPI I Sàrl	1. Freehold Land and buildings on the east side of Melville Street, Lincoln LL12542 2. Freehold Land and buildings on the south side of Waterside South, Lincoln LL56207 3. Leasehold Land lying to the south side of Waterside South, Lincoln LL223018 4. Leasehold Land and building on the north east of Sincil Dike, Waterside, South Lincoln LL26140 5. Leasehold Land and buildings on the south side of Waterside South, Lincoln LL56208 6. Leasehold Premises at Pelham Street, Lincoln unregistered 7. Leasehold Land at Ruston Works, Lincoln unregistered
Stratford Road, Milton Keynes	KPI I Sàrl	Freehold Land and building on the north side of Stratford Road, Wolverton BM220598
Campbell Road, Eastleigh	KPI I Sàrl	Freehold Land at Campbell Road, Eastleigh, S05 5ZB HP615430
Glover Street, Stafford	KPI I Sàrl	Freehold Land and buildings on the west side of Chell Road and the south side of Glover Street, Stafford SF412158

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Short particulars

Lichfield Road, Stafford	KPI I Sàrl	1. Freehold Land and buildings on the south west side of Lichfield Road, Stafford SF294177 2 Freehold Land and buildings on the south side of Lichfield Road, and land lying to the south west of Lichfield Road, Stafford SF498604
Newbold Road, Rugby	KPI I Sàrl	Freehold Willans Works, Rugby WK348012
St Leonards Avenue, Stafford	KPI I Sàrl	Freehold St Leonards Works, St Leonards Avenue, Stafford, ST17 4LX SF274243
Washwood Heath, Birmingham	KPI I Sàrl	Freehold Land on the north side of Warren Road, Washwood Heath, Birmingham WM587917
The Hollies, Newport Road, Stafford	KPI I Sàrl	Freehold The Hollies, Newport Road, Stafford ST16 1BY SF448474
Elephant & Castle (land at Elephant & Castle Station)	KPI III Sàrl	Leasehold Land at Elephant & Castle Station, Elephant Road, London SGL473014
Elephant & Castle	KPI III Sàrl	1 Freehold Elephant and Castle Shopping Centre, London SE1 6TE SGL473011 2. Freehold 28 New Kent Road, London SE1 6TJ 360618 3. Freehold Land at the back of 32 New Kent Road, London SE1 6TJ 190861 4. Freehold Land and buildings at the back of 30 New Kent Road, London SE1 6TS 358989 5. Freehold The Elephant and Castle Theatre, New Kent Road London SE1 6TJ 6 Leasehold The former highway known as Ostend Place SGL473013 7. Leasehold land near Walworth Road London SGL473015

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Short particulars

		8. Leasehold land near Walworth Road, London SGL473016
Elephant & Castle	Key Property Investments (Number Five) Limited	Leasehold Land formerly the site of Ostend Place, Elephant & Castle TGL340343 Leasehold Land at Elephant & Castle Station Elephant Road London TGL343174 Leasehold Land at Elephant & Castle Shopping Centre Elephant Road London SE1 6TE TGL340344
Castle Works	Key Property Investments (Number Two) Limited	1. Freehold Castle Works, Castle Street, Stafford, ST16 2EB SF454159 2. Freehold Land on the west side of Castle Street, Eccleshall SF443143
Blackheath Works	Key Property Investments (Number Two) Limited	Freehold Land lying to the east of Cakemore Road, Rowley Regis WM758781
Mill Road, Rugby	Key Property Investments (Number Two) Limited	Freehold Land and buildings on the west side of Mill Road, Rugby WK349831
Leicester Road, Rugby	Key Property Investments (Number Two) Limited	Freehold Land and buildings lying to the south of Leicester Road, Rugby WK379068
Petre Road, Clayton Le Moors	Key Property Investments (Number Three) Limited	Freehold Petre Court, Petre Road, Clayton Business Park, Clayton Le Moors, BB5 5HY LA902801
Discovery Court Wallisdown Road, Poole	Key Property Investments (Number Four) Limited	1. Freehold Discovery Court Business Centre, 551-553 Wallisdown Road, Poole, BH12 5AG DT21699 2. Freehold Land and buildings lying to the west of Wallisdown Road, Poole DT22462

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Short particulars

Farnborough	Key Property Investments (Number One) Limited	<p>1. Leasehold Land on the west side of Farnborough Road, Farnborough HP235680</p> <p>2. Leasehold Kingsmead Shopping Centre, Kingsmead, Farnborough, GU14 7SJ HP695253</p> <p>3. Freehold Land at Kingsmead Shopping Centre, Kingsmead, Farnborough HP695257</p>
Fairfield Road, Openshaw, Manchester	Key Property Investments (Number Nine) Limited	Leasehold Land on the north west side of Fairfield Road, Manchester GM481252
Buckley Street, Openshaw Manchester	Key Property Investments (Number Nine) Limited	Freehold Land on the north east side of Buckley Street, Manchester GM528561
Channel Way, Preston	Key Property Investments (Number Nine) Limited	1. Leasehold Land on the north east side of Channel Way, Ashton on Ribble, Preston LA677186
West Strand, Preston		2. Leasehold Land at West Strand LA639483
Vulcan Works	Key Property Investments (Number Nine) Limited	<p>1. Freehold Land at Vulcan Works, Vulcan Village, Newton Le Willows MS453236</p> <p>2. Freehold Vulcan Works, Wargrave Road, Newton Le Willows MS438678</p> <p>3. Freehold Land lying on the west of New Hey Farm, Winorick Road Newton Le Willows MS546926</p>
Stonebridge Business Park	Key Property Developments Limited	1. Leasehold Units 1-4 (inc) Stonebridge Business Park, East Lancashire Road Liverpool, East Lancashire MS561471

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Short particulars

Springham Depot, (otherwise known as St. Rollox Works) Charles Street Glasgow	Key Property Investments (Number Eight) Limited	Freehold St. Rollox Works, Charles Street Glasgow GLA165536 - Scotland
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Schedule 2 The Shares

Company in which ordinary shares held	Number of ordinary shares held by the relevant Chargor	Chargor (shareholder)
Key Property Investments (Number One) Limited	2	Key Property Investments Limited
Key Property Investments (Number Two) Limited	1	Key Property Investments Limited
Key Property Investments (Number Three) Limited	1	Key Property Investments (Number Two) Limited
Key Property Investments (Number Four) Limited	2	Key Property Investments (Number Two) Limited
Key Property Investments (Number Five) Limited	1	Key Property Investments (Number Two) Limited
Key Property Investments (Number Six) Limited	1	Key Property Investments (Number Two) Limited
Key Property Investments (Number Seven) Limited	1	Key Property Investments (Number Six) Limited
Key Property Investments (Number Eight) Limited	100	Key Property Investments (Number Seven) Limited
Key Property Investments (Number Nine) Limited	34 Deferred Ordinary 100 Ordinary	Key Property Investments (Number Six) Limited
Key Property Investments (Number Ten) Limited	1	Key Property Investments Limited
Key Property (Developments) Limited	1	Key Property Investments (Number Two) Limited

Schedule 3 The Chargers

Chargors	Jurisdiction of incorporation	Registered number
Key Property Investments Limited	England	03372175
Key Property Investments (Number One) Limited	England	3450063
Key Property Investments (Number Two) Limited	England	4177539
Key Property Investments (Number Three) Limited	England	4305272

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Key Property Investments (Number Four) Limited	England	4305282
Key Property Investments (Number Five) Limited	England	4434716
Key Property Investments (Number Six) Limited	England	4331826
Key Property Investments (Number Seven) Limited	England	4460875
Key Property Investments (Number Eight) Limited	England	4502433
Key Property Investments (Number Nine) Limited	England	4471664
Key Property Investments (Number Ten) Limited	England	4471654
Key Property (Developments) Limited	England	4780513
KPI S a r l	Luxembourg	B153.301
KPI I S a r.l.	Luxembourg	B154.101
KPI II S a.r.l.	Luxembourg	B154.102
KPI III S a.r.l.	Luxembourg	B154.106



FILE COPY

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

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 4434716

CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 APRIL 2012
AND CREATED BY KEY PROPERTY INVESTMENTS (NUMBER
FIVE) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO THE 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 25 OF THE COMPANIES ACT 2006 ON THE
12 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2012



Companies House
— for the record —

DX



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES