

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**
You cannot use this form to register
particulars of a charge
company. To do this, please use
form MG01s

SATURDAY



A08 05/01/2013 #254
COMPANIES HOUSE

1 Company details

Company number 0 8 2 9 1 8 5 4

Company name in full KCC Nominee 2 (R2) Limited (the "Chargor")

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 d2 d1 m1 m2 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 A legal charge made between (1) the Chargor and KCC Nominee 1 (R2) Limited
and (2) Barclays Bank PLC (the "Lender") (the "Legal Charge")

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of each Obligor to the Lender
under or pursuant to any Finance Document
(including all monies covenanted to be paid under
the Legal Charge) (the "Secured Obligations")

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 Barclays Bank PLC

Address 6th Floor, PO Box 3333, One Snowhill, Snowhill

Queensway, Birmingham

Postcode B 3 2 W N

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

1 GRANT OF SECURITY

1 1 Nature of security

All Security and dispositions created or made by or pursuant to the Legal Charge were created or made:

(a) in favour of the Lender;

(b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

(c) as continuing security for payment of the Secured Obligations.

(Continued on continuation page)

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7 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 Nil

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 DUA Piper UK 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 Kirk Glenn

Company name DLA Piper UK LLP

Address Victoria Square House

Victoria Square

Birmingham

Post town

County/Region

Postcode B 2 4 D L

Country

DX DX 13022 BIRMINGHAM 1

Telephone 0121 262 5819



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2. FIXED SECURITY</p> <p>2.1 Fixed charges</p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <ul style="list-style-type: none"> (a) by way of first legal mortgage the Property, (b) by way of first fixed charge <ul style="list-style-type: none"> (i) the benefit of all agreements relating to the Property, (ii) all fittings at any time on the Property, (iii) the proceeds of sale of all or any part of the Property, (iv) the benefit of any rental deposit given or charged to the Chargor by any occupier of the Property; (c) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Legal Charge by way of first fixed charge such Assigned Asset, and (d) the benefit of all licences, consents, and Authorisations held or used in connection with the Chargor's ownership or use of the Property <p>2 2 Security assignments</p> <p>The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:</p> <ul style="list-style-type: none"> (a) all Rental Income at any time arising (to the extent not validly mortgaged under clause 4 1(a) (<i>Fixed Charges</i>) of the Legal Charge), and (b) all Insurances. <p>To the extent that any Assigned Asset described in clause 4 2(b) (<i>Security assignments</i>) of the Legal Charge is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances</p> <p>3. UNDERTAKINGS BY THE CHARGOR</p> <p>3 1 Negative pledge and disposals</p> <p>The Chargor shall not do or agree to do any of the following without</p>	

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Particulars of a mortgage or charge

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Short particulars

the prior written consent of the Lender:

- (a) create or permit to subsist any Security on any Security Asset, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset (except as expressly permitted under the Facility Agreement)

4 SET-OFF

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Lender by the Chargor) against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) At any time after this Security has become enforceable (and in addition to its rights under clause 15(a) (Set-off) of the Legal Charge), the Lender may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

5. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appointed the Lender, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of this Security has occurred which the Chargor is obliged to take under the Legal Charge, including under clause 17 (*Further assurances*) of the Legal Charge or, if no Event of Default is continuing, which the Chargor has failed to take. The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under clause 18 (*Power of attorney*) of the Legal Charge.

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Short particulars	<p>6. FURTHER ASSURANCES</p> <p>6 1 Further action</p> <p>The Chargor shall, at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for</p> <ul style="list-style-type: none"> (a) creating, perfecting or protecting the Security intended to be created by the Legal Charge or any other Security Document; (b) facilitating the realisation of any Security Asset, (c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender or any Receiver or Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law; <p>This includes</p> <ul style="list-style-type: none"> (1) the re-execution of the Legal Charge or such Security Document, (11) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee; and (111) the giving of any notice, order or direction and the making of any filing or registration, <p>which, in any such case, the Lender may think expedient.</p> <p>6 2 Finance Documents</p> <p>The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents</p> <p>6.3 Specific security</p> <p>Without prejudice to the generality of clause 17 1(<i>Further action</i>) of the Legal Charge, the Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Legal Charge.</p> <p>Definitions</p>	

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"Additional Guarantor" means any nominee entity which becomes an Additional Guarantor in accordance with clause 28 (*Additional Guarantors*) of the Facility Agreement,

"Agreement for Lease" means any agreement to grant an occupational lease for all or part of the Property,

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Legal Charge,

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or a Receiver,

"Event of Default" means any event or circumstance specified as such in clause 25 (*Events of Default*) of the Facility Agreement,

"Facility Agreement" means the facility agreement dated 2 August 2010 as amended and restated pursuant to an amendment and restatement agreement dated on 25 August 2011 and as further amended and restated on 20 December 2012 and made between (1) King's Cross Central Limited Partnership as the Limited Partnership, (2) KCC Nominee 1 (WTS) Limited and KCC Nominee 2 (WTS) Limited as Original Guarantors, (3) KCC Nominee 1 (R2) Limited, KCC Nominee 1 (MGS) Limited, KCC Nominee 1 (Coal Drops) Limited, KCC Nominee 2 (R2) Limited, KCC Nominee 2 (MGS) Limited and KCC Nominee 2 (Coal Drops) Limited as the Additional Guarantors and (4) the Lender;

"Finance Document" means any Fee Letter, the Further Fee Letter, the Second Further Fee Letter, the Subordination Deed, the Intercreditor Deed, any Accession Deed, any Security Document, any Hedging Agreement (each as defined in the Facility Agreement), the Facility Agreement and any other document designated as such by the Lender and the Limited Partnership,

"Guarantor" means an Original Guarantor or an Additional Guarantor,

"Insurances" means all policies of insurance (and all cover notes) in relation to the Property which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 2 of schedule 1 (*Details of Security Assets*) of the Legal Charge (here attached));

"Limited Partnership" means King's Cross Central Limited Partnership,

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"Obligor" means the Limited Partnership or a Guarantor;

"Original Guarantors" means KCC Nominee 1 (WTS) Limited and KCC Nominee 2 (WTS) Limited;

"Property" means the property in England and Wales specified in part 1 of schedule 1 (*Details of Security Assets*) of the Legal Charge (here attached) and each and every part of it, including, where the context permits

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on that property,
- (b) all easements, servitudes and rights in respect of that property,
- (c) all rents from and proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect of that property,

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Lender,

"Rental Income" means all and any monies paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights or use or occupation of any part of the Property including, but not limited to, pursuant to an Agreement for Lease;

"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,

"this Security" means the Security created or evidenced by or pursuant to the Legal Charge,

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Legal Charge,

"Security Documents" means the Legal Charges, the Debentures, the LP Charges, the Collateral Warranties (each as defined in the Facility Agreement), each in favour of the Lender and in the agreed form, together with any other document entered into creating or expressed to create any Security in favour of the Lender directly or indirectly in relation to the obligations of the Limited Partnership under any Finance Document.

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SCHEDULE 1 DETAILS OF SECURITY ASSETS

Part 1: Property

Registered land

Address	Administrative area	Title number
The land known as the R2 Building at King's Cross Central Development, Goods Way, London	Camden	NGL901018 (part of) and NGL630321 (part of)

Part 2 Insurances

Insurer	Policy number
Aspen Insurance Limited and Allianz plc	NOA2J2V11AOB



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8291854
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 21
DECEMBER 2012 AND CREATED BY KCC NOMINEE 2 (R2)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO BARCLAYS BANK PLC 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 5 JANUARY
2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JANUARY
2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**