

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 re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

SATURDAY



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A08

05/01/2013

#256

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")

2

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 debenture made between (1) the Chargor and KCC Nominee 1 (R2) Limited
and (2) Barclays Bank PLC (the "Lender") (the "Debenture").

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 Debenture) (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 Debenture 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)

MG01

Particulars of a mortgage or charge

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 UK X

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

MG01

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 enquires@companieshouse.gov.uk

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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 2 Qualifying floating charge</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)</p> <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> <p>(a) by way of first legal mortgage</p> <p>(1) the Real Property specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) of the Debenture; and</p> <p>(11) all other Real Property (if any) at the date of the Debenture vested in, or charged to, such Chargor (not charged by clause 4 1(a)(1) (<i>Fixed Charges</i>) of the Debenture),</p> <p>(b) by way of first fixed charge:</p> <p>(1) all other Real Property and all interests in Real Property (not charged by clause 4.1(a) (<i>Fixed Charges</i>) of the Debenture);</p> <p>(11) all licences to enter upon or use land and the benefit of all other agreements relating to land;</p> <p>(111) the proceeds of sale of all Real Property; and</p> <p>(1v) the benefit of any rental deposit given or charged to the Chargor by any occupier of any Real Property,</p> <p>(c) by way of first fixed charge all plant and machinery (not charged by clause 4 1(a) (<i>Fixed Charges</i>) or 4 1(b) (<i>Fixed Charges</i>) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge:</p> <p>(1) all computers, vehicles, office equipment and other equipment (not charged by clause 4 1(c) (<i>Fixed Charges</i>) of the Debenture), and</p> <p>(11) the benefit of all contracts, licences and warranties relating to the same,</p>	

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

- (e) by way of first fixed charge all Charged Securities, together with all Related Rights from time to time accruing to those Charged Securities,
- (f) by way of first fixed charge all bank accounts of the Chargor with any bank, financial institution or other person at any time and all monies at any time standing to the credit of such accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;
- (g) by way of first fixed charge the Intellectual Property;
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture by way of first fixed charge such Assigned Asset,
- (1) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture).
 - (1) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets,
 - (11) each Hedging Agreement and each other agreement supplementing or amending or replacing or novating the same, and all rights and remedies in connection with them and all proceeds and claims arising from them;
 - (111) all building contracts, appointments of professionals, collateral warranties and all rights in respect of any of them; and
 - (iv) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it; and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor.

2 2 Security assignments

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

- (a) all Insurances; and

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(b) all other Receivables (not otherwise assigned under clause 4.2 (Security assignments) of the Debenture).</p> <p>To the extent that any Assigned Asset described in clause 4 2(a) (Security assignments) of the Debenture 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 FLOATING CHARGE</p> <p>The Chargor charged and agreed to charge by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (Fixed charges) of the Debenture, clause 4 2 (Security assignments) of the Debenture or any other provision of the Debenture</p> <p>4. CONVERSION OF FLOATING CHARGE</p> <p>4 1 Conversion by notice</p> <p>The Lender may, by written notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if an Event of Default has occurred and is continuing.</p> <p>4.2 Small companies</p> <p>The floating charge created under the Debenture by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor</p> <p>4.3 Automatic conversion</p> <p>The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:</p> <p>(a) in relation to any Security Asset which is subject to a floating charge if</p> <p>(1) the Chargor creates (or attempts or purports to create) any Security on or over the relevant Security Asset without the prior written consent of the Lender, or</p> <p>(11) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and</p>	

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

(b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

4 4 Partial conversion

The giving of a notice by the Lender pursuant to clause 6 1 (*Conversion by notice*) of the Debenture in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or any other right of the Lender

5. UNDERTAKINGS BY THE CHARGOR

5.1 Negative pledge and disposals

The Chargor shall not do or agree to do any of the following without the prior written consent of the Lender:

- (a) create or permit to subsist any Security on any Security Asset except with the prior written consent of the Lender, 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)

6 SET-OFF

6 1 Set-off rights

- (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 KCC Nominee 1 (R2) Limited) 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 the Debenture Security has become enforceable (and in addition to its rights under clause 18 1 (a) (*Set-off rights*) of the Debenture), 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.

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

(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.

6.2 Application of monies in the accounts

The Lender is irrevocably authorised at any time (whether or not a Default has occurred) to apply any monies in any account in accordance with the Facility Agreement

6.3 Time deposits

Without prejudice to clause 18.1 (*Set-off*) of the Debenture, if any time deposit matures on any account which the Chargor has with the Lender at a time within the Security Period when:

- (a) the Debenture Security has become enforceable, and
- (b) no Secured Obligation is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Lender in its absolute discretion considers appropriate unless the Lender otherwise agrees in writing

7. FURTHER ASSURANCES

7.1 Further action

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:

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture 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, or
- (d) creating and perfecting Security in favour of the Lender over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

to the Security intended to be created by or pursuant to the Debenture or any other Security Document.

This includes

- (1) the re-execution of the Debenture 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,

which, in any such case, the Lender may think expedient.

7.2 Finance Documents

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

7.3 Specific security

Without prejudice to the generality of clause 20 1 (*Further action*) of the Debenture, 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 Debenture (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*) of the Debenture)

8 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 the Debenture Security has occurred which the Chargor is obliged to take under the Debenture, including under clause 20 (*Further assurances*) of the Debenture or, if no Event of Default is continuing, which the Chargor has failed to take after not less than seven days' notice requiring such action. The Chargor ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under clause 21 (*Power of attorney*) of the Debenture.

Definitions

"Additional Guarantor" means any nominee entity which becomes an Additional Guarantor in accordance with clause 28 (*Additional*

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars	<p>Guarantors) of the Facility Agreement;</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Debenture;</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Charged Securities" means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time;</p> <p>"Debenture Security" means the Security created or evidenced by or pursuant to the Debenture,</p> <p>"Default" means an Event of Default or any event or circumstance specified in clause 25 (Events of default) of the Facility Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default,</p> <p>"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or a Receiver;</p> <p>"Event of Default" means any event or circumstance specified as such in clause 25 (Events of default) of the Facility Agreement,</p> <p>"Facility Agreement" means the facility agreement dated 2 August 2010 as amended and restated on 25 August 2011 and as further amended and restated on 20 December 2012 pursuant to the terms of an amendment and restatement agreement 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 Guarantors and (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,</p> <p>"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 (each as defined in the Facility Agreement), the Facility Agreement, any Hedging Agreement and any other document designated as such by the Lender and the Limited Partnership;</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

"Guarantor" means an Original Guarantor or an Additional Guarantor;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into with the Lender for the purpose of hedging the types of liabilities and/or risks;

"Insurances" means all policies of insurance (and all cover notes) 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,

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

(b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

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

"Obligor" means the Limited Partnership or a Guarantor;

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

"Real Property" means all real property now or in future belonging to the Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (*Details of Security Assets*) of the Debenture),

"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,

"Receivables" means all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever), together with

(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and</p> <p>(b) all proceeds of any of the foregoing;</p> <p>"Related Rights" means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition; and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>"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,</p> <p>"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 Debenture,</p> <p>"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,</p> <p>"Security Period" means the period beginning on the date of the Debenture and ending on the date on which the Lender (acting reasonably) is satisfied that:</p> <p>(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and</p> <p>(b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents,</p> <p>"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature</p>	



FILE COPY

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. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE 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**