



Registration of a Charge

Company name: **KCC NOMINEE 2 (MGS) LIMITED**

Company number: **08291908**



X7HRZELN

Received for Electronic Filing: **01/11/2018**

Details of Charge

Date of creation: **26/10/2018**

Charge code: **0829 1908 0007**

Persons entitled: **BARCLAYS BANK PLC AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8291908

Charge code: 0829 1908 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2018 and created by KCC NOMINEE 2 (MGS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2018 .

Given at Companies House, Cardiff on 5th November 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED

26 October

2018

**(1) KCC NOMINEE 1 (FC) LIMITED AND KCC NOMINEE 2 (FC) LIMITED ACTING JOINTLY AS TRUSTEES OF THE FISH AND COAL TRUST, KCC NOMINEE 1 (G1PAV) LIMITED AND KCC NOMINEE 2 (G1PAV) LIMITED ACTING JOINTLY AS TRUSTEES OF THE G1 PAVILION TRUST, KCC NOMINEE 1 (GG) LIMITED AND KCC NOMINEE 2 (GG) LIMITED ACTING JOINTLY AS TRUSTEES OF THE GG TRUST, KCC NOMINEE 1 (MGS) LIMITED AND KCC NOMINEE 2 (MGS) LIMITED ACTING JOINTLY AS TRUSTEES OF THE MGS TRUST AND KCC NOMINEE 1 (WTS) LIMITED AND KCC NOMINEE 2 (WTS) LIMITED ACTING JOINTLY AS TRUSTEES OF THE WTS TRUST AS CHARGORS
as Chargors**

- and -

**(2) BARCLAYS BANK PLC
as Security Agent**

**SECURITY AGREEMENT
OVER ACCOUNTS**

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THIS SECURITY AGREEMENT is made on

26 October

2018

BETWEEN:

- (1) **KCC NOMINEE 1 (FC) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 09511088) and **KCC NOMINEE 2 (FC) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 09511163) acting jointly as trustees of the Fish and Coal Trust, **KCC NOMINEE 1 (G1PAV) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 08725506) and **KCC NOMINEE 2 (G1PAV) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 08725638) acting jointly as trustees of the G1 Pavilion Trust, **KCC NOMINEE 1 (GG) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 08592243) and **KCC NOMINEE 2 (GG) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 08592228) acting jointly as trustees of the GG Trust, **KCC NOMINEE 1 (MGS) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 08290840) and **KCC NOMINEE 2 (MGS) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 08291908) acting jointly as trustees of the MGS Trust and **KCC NOMINEE 1 (WTS) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 07388134) and **KCC NOMINEE 2 (WTS) LIMITED** registered in England and Wales and having its registered office at 4 Stable Street, London, N1C 4AB (registered number 07388064) acting jointly as trustees of the WTS Trust (the "Chargors"); and
- (2) **BARCLAYS BANK PLC** (as security trustee for the Secured Parties (as defined in the Facilities Agreement, as defined below)) (in such capacity, the "Security Agent").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

"Act" means the Law of Property Act 1925;

"Account" means any account now or at any time (and from time to time) opened, owned, operated, held or maintained by any Chargor (or in which any Chargor has an interest) at any bank or financial institution in any jurisdiction (and shall include any replacement account, subdivision or sub-account of that account) and all moneys from time to time standing to the credit (including any interest thereon) of such accounts.

"Blocked Account" means:-

- (a) the Rent Account (and any renewal or redesignation of such account);
- (b) the Deposit Account (and any renewal or redesignation of such account);
- (c) the Cure Account (and any renewal or redesignation of such account);
- (d) the Cash Trap Account (and any renewal or redesignation of such account); and
- (e) any Account agreed by the Security Agent and the Chargors in writing to be a Blocked Account

"Charged Account" means:-

- (a) the Accounts maintained by any Chargor with the Security Agent and designated in writing as a Charged Account by the Security Agent; and
- (b) each Account specified in schedule 1 (*Details of Security Assets*)

"Default Rate" means the rate of interest determined in accordance with clause 8.4 of the Facilities Agreement;

"Facilities Agreement" means the facilities agreement originally dated 12 June 2015 and as subsequently amended by amendment letters dated 14 October 2015, 27 January 2016, 24 May 2016, 29 June 2016, 15 August 2016 and 19 January 2017 and as amended and restated on or around the date of this Deed and made between (amongst others) (1) KCC Nominee 1 (FC) Limited and KCC Nominee 2 (FC) Limited (acting jointly as trustees of the Fish and Coal Trust), KCC Nominee 1 (G1Pav) Limited and KCC Nominee 2 (G1Pav) Limited (acting jointly as trustees of the G1 Pavilion Trust), KCC Nominee 1 (GG) Limited and KCC Nominee 2 (GG) Limited (acting jointly as trustees of the GG Trust), KCC Nominee 1 (MGS) Limited and KCC Nominee 2 (MGS) Limited (acting jointly as trustees of the MGS Trust), and KCC Nominee 1 (WTS) Limited and KCC Nominee 2 (WTS) Limited (acting jointly as trustees of the WTS Trust), together as Original Borrowers, (2) Barclays Bank PLC as Arranger (3) the Original Lenders (4) Barclays Bank PLC as Original Hedge Counterparty and (5) Barclays Bank PLC as Agent and as Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrowers;

"Party" means a party to this Deed;

"Real Property" means all estates and interests in freehold, feuhold, leasehold, heritable and other immovable property (wherever situated) together with:

- (a) all buildings, fixtures (including trade fixtures), fittings and fixed plant or machinery at any time on that property;
- (b) all easements, servitudes, rights and agreements 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,

now or in future belonging to any Chargor, or in which any Chargor has an interest at any time;

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

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of any Real Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of any Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Real Property and any fixture and fitting on that Real Property including any fixture or fitting on that Real Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any lease;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any lease;
- (i) any Tenant Contributions; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by any Obligor.

"Secured Obligations" means 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 Transaction Obligor to the Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

"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 this Deed; and

"Security Period" means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents; and

"Tenant Contributions" means any amount paid or payable to a Chargor by any tenant under a lease or any other occupier of a Real Property, by way of contribution to:

- (a) ground rent;
- (b) insurance premia;
- (c) the cost of an insurance valuation;
- (d) a service or other charge in respect of a Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Real Property;
- (e) a reserve or sinking fund; or
- (f) VAT.

1.2 Interpretation

- (a) Unless a contrary indication appears, in this Deed the provisions of clause 1.2 (*Construction*) of the Facilities Agreement (other than clause 1.2(e)) apply to this Deed as though they were set out in full in this Deed, except that references to "*this Agreement*" will be construed as references to this Deed.
- (b) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a "**Chargor**", the "**Security Agent**" or any other "**Secured Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;
 - (ii) "**this Deed**", the "**Facilities Agreement**", any other "**Finance Document**" or any other agreement or instrument is a reference to this Deed, the Facilities Agreement, that other Finance Document or that other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of any Transaction Obligor or provides for further advances);
 - (iii) "**Secured Obligations**" includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting any Transaction Obligor;
 - (iv) "**reasonable endeavours**" includes payment by the relevant person of all its own and any third party's reasonable costs, fees and expenses;
 - (v) "**including**" or "**includes**" means including or includes without limitation;
 - (vi) "**this Security**" means the Security created or evidenced by or pursuant to this Deed; and
 - (vii) the singular includes the plural and vice versa.

- (c) Each undertaking of a Chargor (other than a payment obligation) contained in this Deed:
 - (i) must be complied with at all times during the Security Period; and
 - (ii) is given by such Chargor for the benefit of each Secured Party.
- (d) The terms of the other Finance Documents, and of any side letters between any of the parties to them in relation to any Finance Document, are incorporated in this Deed to the extent required to ensure that any disposition of the Real Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (e) If the Security Agent or the Agent reasonably considers that an amount paid by a Chargor to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of such Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Joint and several

The liabilities and obligations of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor which was intended to sign or be bound by this Deed did not so sign or is not bound by this Deed.

1.4 Inconsistency between this Deed and the Facilities Agreement

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Facilities Agreement, the provision of the Facilities Agreement shall prevail.

1.5 Trust

All Security and dispositions made or created, and all obligations and undertakings contained, in this Deed to, in favour of or for the benefit of the Security Agent are made, created and entered into in favour of the Security Agent as trustee for the Secured Parties from time to time on the terms of the Facilities Agreement.

1.6 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.7 Delivery

The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

- (a) Each Chargor, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due.
- (b) Every payment by a Chargor of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in clause 2.1(a).

2.2 Default interest

Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis:

- (a) at the rate and in the manner agreed in the Finance Document under which such amount is payable; or
- (b) (in the absence of such agreement) at the Default Rate from time to time. In such a case default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Security Agent (acting on the instructions of the Agent) states are appropriate.

3. GRANT OF SECURITY

3.1 Nature of security

All Security and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of the Security Agent;
- (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.

4. FIXED SECURITY

4.1 Fixed charges

Each Chargor charges and agrees 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:

- (a) by way of first fixed charge all of its rights in respect of
 - (i) the Charged Accounts and all amounts standing to the credit of the Charged Accounts and the debt represented by any such amount;

- (ii) the Blocked Accounts and all amounts standing to the credit of the Blocked Accounts and the debt represented by any such amount; and
 - (iii) all all other rights and benefits accruing or arising in connection with the Charged Accounts (including, but not limited to, any entitlement to interest); and
- (b) by way of first fixed charge all of its rights in respect of any Account it has with any person other than the Accounts referred to in paragraphs 4.1(a)(i) and 4.1(a)(ii) above, any amount standing to the credit of any such Account and the debt represented by it and all other rights and benefits accruing or arising in connection with any such Accounts (including, but not limited to, any entitlement to interest).

5. CONTINUING SECURITY

5.1 Continuing security

This Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which any Secured Party may at any time hold for any Secured Obligation.

5.3 Right to enforce

This Deed may be enforced against each or any Chargor without any Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

6. LIABILITY OF CHARGORS RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, each Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7. ACCOUNTS

7.1 General

No monies at any time standing to the credit of any Account (of any type and however designated) of any Chargor with any Secured Party or in which any Chargor has an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party.

7.2 Book debts and receipts

- (a) Each Chargor must get in and realise its:

(i) Rental Income and other amounts due from tenants or any other occupiers of the Real Property included in the definition of Security Assets; and

(ii) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with paragraph 0 below) on trust for the Security Agent.

(b) Each Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facilities Agreement.

7.3 Charged Accounts

(a) Charged Accounts: before an Event of Default

(i) The Chargors shall, prior to the occurrence of an Event of Default which is continuing, be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account (other than any Blocked Account).

(ii) Save as permitted pursuant to the terms of the Finance Documents, the Chargors shall not make any withdrawal from any Blocked Account without the prior written consent of the Security Agent (in its capacity as such).

(iii) If and to the extent necessary to enable, and for the sole purpose of enabling:

(A) the Chargors to comply with their obligations to make repayments of the Secured Liabilities arising under the Finance Documents; or

(B) the Agent to apply the proceeds thereof in or towards repayment of the Secured Liabilities in accordance with the terms of the Finance Documents,

the Security Agent shall release from the Security created by this Deed the whole or any part of the sums standing to the credit of any Blocked Account.

(iv) The Chargors hereby authorise the Security Agent (in its capacity as the bank with whom each Charged Account is maintained) to endorse any statement in relation to any Charged Account with a statement to the effect that:-

(A) the benefit of such Charged Account is not capable of assignment or charge without the prior written consent of the Security Agent;

(B) the relevant Chargor has agreed not to assign, charge or otherwise deal with any moneys standing to the credit of such Charged Account without the prior written consent of the Security Agent; and

(C) the benefit of such Charged Account is subject to a first fixed charge in favour of the Security Agent as trustee for the Secured Parties.

(b) Charged Accounts: after an Event of Default

- (i) The Security Agent shall, upon the occurrence of an Event of Default which is continuing be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Charged Account in or towards the payment or other satisfaction of all or part of the Secured Liabilities in accordance with clause 14 (*Application of Proceeds*) and the Facilities Agreement.
- (ii) After the occurrence of an Event of Default which is continuing, the Chargors shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Charged Account except with the prior consent of the Security Agent (in its capacity as such).

8. UNDERTAKINGS BY THE CHARGORS

8.1 Negative pledge and disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent:

- (a) create or permit to subsist any Security on any Security Asset except as expressly permitted under the Facilities Agreement; 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 Facilities Agreement).

9. POWER TO REMEDY

9.1 Power to remedy

If at any time a Chargor does not comply with any of its obligations under the Finance Documents, the Security Agent (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The relevant Chargor irrevocably authorises the Security Agent and its employees and agents by way of security to do all such things (including entering the property of such Chargor) which are necessary or desirable to rectify that default.

9.2 Mortgagee in possession

The exercise of the powers of the Security Agent under this clause 9 shall not render it, or any other Secured Party, liable as a mortgagee in possession.

9.3 Monies expended

The relevant Chargor shall pay to the Security Agent on demand any monies which are expended by the Security Agent in exercising its powers under this clause 9, together with interest at the Default Rate from the date on which those monies were expended by the Security Agent (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1 When enforceable

This Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

10.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

10.3 Enforcement

After this Security has become enforceable in accordance with this clause 10, the Security Agent may in its absolute discretion enforce all or any part of this Security in such manner as it sees fit.

11. ENFORCEMENT OF SECURITY

11.1 General

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to this Security.

11.2 Powers of Security Agent

- (a) At any time after this Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Security Agent may without further notice (unless required by law):
 - (i) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
- (b) The Security Agent is not entitled to appoint a Receiver in respect of any Security Assets of any Chargor which are subject to a charge which (as created) was a floating 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 such Chargor.

11.3 Redemption of prior mortgages

At any time after this Security has become enforceable, the Security Agent may:

- (a) redeem any prior Security against any Security Asset; and/or

- (b) procure the transfer of that Security to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on each Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the relevant Chargor to the Security Agent on demand.

11.4 Privileges

- (a) Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargors under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003) (SI 2003 No 3226) each Receiver and the Security Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 11.4(b), the value of the financial collateral appropriated shall be in the case of cash, the amount standing to the credit of each account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised.

11.5 No liability

- (a) Neither the Security Agent, any other Secured Party nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 11.5(a), neither the Security Agent, any other Secured Party nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

11.6 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Agent or the Receiver is purporting to exercise has become exercisable;
- (c) whether any money remains due under any Finance Document; or

- (d) how any money paid to the Security Agent or to the Receiver is to be applied.

12. RECEIVER

12.1 Removal and replacement

The Security Agent may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

12.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

12.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Security Agent (or, failing such agreement, to be fixed by the Security Agent).

12.4 Payment by Receiver

Only monies actually paid by a Receiver to the Security Agent in relation to the Secured Obligations shall be capable of being applied by the Security Agent in discharge of the Secured Obligations.

12.5 Agent of Chargors

Any Receiver shall be the agent of the Chargor in respect of which it is appointed. Such Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. No Secured Party shall incur any liability (either to such Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13. POWERS OF RECEIVER

13.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Security Agent by clause 11.2 (*Powers of Security Agent*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

13.2 Additional powers

In addition to the powers referred to in clause 13.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of any Chargor as he thinks fit;
- (c) to redeem any Security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation;
 - (i) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (ii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the relevant Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, such Chargor;
- (f) to take any such proceedings (in the name of any of the relevant Chargors or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (h) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Security Agent shall direct);
- (i) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (j) to form one or more Subsidiaries of any Chargor and to transfer to any such Subsidiary all or any part of the Security Assets;
- (k) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;

- (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
- (iii) use the name of any Chargor for any of the above purposes.

14. APPLICATION OF PROCEEDS

14.1 Application

All monies received by the Security Agent or any Receiver after this Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to this Security) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, any sums owing to the Security Agent, any Receiver or any Delegate;
- (b) *secondly*, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Agent or any other Secured Party in connection with any realisation or enforcement of this Security taken in accordance with the terms of any Finance Document;
- (c) *thirdly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 14.3 (*Appropriation and suspense account*); and
- (d) *fourthly*, in payment of any surplus to any Chargor or other person entitled to it.

14.2 Contingencies

If this Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Security Agent or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Security Agent may determine).

14.3 Appropriation and suspense account

- (a) Subject to clause 14.1 (*Application*), the Security Agent shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine.
- (b) Any such appropriation shall override any appropriation by any Chargor.
- (c) All monies received, recovered or realised by the Security Agent under or in connection with this Deed may at the discretion of the Security Agent be credited to a separate interest-bearing suspense account for so long as the Security Agent determines (with interest accruing thereon at such rate (if any) as the Security Agent may determine) without the Security Agent having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations.

15. SET-OFF

15.1 Set-off rights

- (a) Each Secured Party may (but shall not be obliged to) set off any obligation which is due and payable by any Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Secured Party by any other Chargor) against any obligation (whether or not matured) owed by the Security Agent or such other Secured Party to such 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 15.1(a)), each Secured Party may (but shall not be obliged to) set-off any contingent liability owed by a Chargor under any Finance Document against any obligation (whether or not matured) owed by the Secured Party to such Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (c) If the obligations are in different currencies, the Secured Party 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 Secured Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

15.2 Time deposits

Without prejudice to clause 15.1 (*Set-off*), if any time deposit matures on any account which any Chargor has with any Secured Party at a time within the Security Period when:

- (a) this 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 Secured Party in its absolute discretion considers appropriate unless the Secured Party otherwise agrees in writing.

16. DELEGATION

Each of the Security Agent and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

17. FURTHER ASSURANCES

17.1 Further action

Each Chargor shall at its own expense, promptly do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for:

- (a) creating, perfecting or protecting the Security intended to be created by this Deed 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 Security Agent, any other Secured Party or any Receiver or any 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 Security Agent or the other Secured Parties over any property and assets of that Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to this Deed or any other Security Document.

This includes:

- (i) the re-execution of this Deed or such Security Document;
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think necessary.

17.2 Finance Documents

Each Chargor shall (and the Obligors' Agent shall procure that each other 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 Security Agent or the Secured Parties by or pursuant to the Finance Documents.

17.3 Specific security

Without prejudice to the generality of clause 17.1 (*Further action*), each Chargor will immediately upon request by the Security Agent 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 this Deed.

18. POWER OF ATTORNEY

Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under this Deed, including under clause 17 (*Further assurances*). Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

19. CURRENCY CONVERSION

All monies received or held by the Security Agent or any Receiver under this Deed may be converted from their existing currency into such other currency as the Security Agent or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Agent's spot rate of exchange. Each Chargor shall indemnify the Security Agent against all costs, charges and expenses incurred in relation to such conversion. Neither the Security Agent nor any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

20. CHANGES TO THE PARTIES

20.1 Chargors

No Chargor may assign any of its rights or obligations under this Deed.

20.2 Security Agent

The Security Agent may assign or transfer all or any part of its rights under this Deed pursuant to the resignation or removal of the Security Agent in accordance with the Facilities Agreement. Each Chargor shall, immediately upon being requested to do so by the Security Agent, enter into such documents as may be necessary to effect such assignment or transfer.

21. MISCELLANEOUS

21.1 New accounts

- (a) If any Secured Party receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security (other than any Security granted under a Security Document or otherwise permitted under the Facilities Agreement) affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee under the Finance Documents ceases to continue in force, it may open a new account or accounts for any Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to such Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

21.2 Tacking

- (a) Each Finance Party shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

22. NOTICES

22.1 Facilities Agreement

- (a) clause 36 of the Facilities Agreement (*Notices*) (other than clause 36.3(c) and 36.5 (*Electronic communication*)) is incorporated into this Deed as if fully set out in this Deed; and
- (b) the address of each Party for all communications or documents given under or in connection with this Deed are those identified with its name in the execution pages to this Deed or subsequently notified from time to time by the relevant Party for the purposes of the Facilities Agreement or this Deed.

23. CALCULATIONS AND CERTIFICATES

Any certificate of or determination by a Secured Party, the Security Agent or the Agent specifying the amount of any Secured Obligation due from the Chargors (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargors of the matters to which it relates.

24. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

25. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

26. AMENDMENTS AND WAIVERS

Any provision of this Deed may be amended only if the Security Agent and the Chargors so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

27. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

28. RELEASE

28.1 Release

Upon the expiry of the Security Period (but not otherwise) the Security Agent shall, at the request and cost of the Chargors, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security, including (if requested by the relevant Chargor) executing a deed of release in the form set-out at SCHEDULE 2: *(Template Deed of Release)*

28.2 Reinstatement

Where any discharge (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargors under this Deed shall continue as if the discharge or arrangement had not occurred. The Security Agent may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

29. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Deed has been duly executed by each Chargor as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed.

SCHEDULE 1: DETAILS OF SECURITY ASSETS

Name of bank of financial institution	Account name	Account number	Sort code
Barclays Bank PLC	Deposit Account	██████████	██████████
Barclays Bank PLC	Cash Trap Account	██████████	██████████
Barclays Bank PLC	Cure Account	██████████	██████████
Barclays Bank PLC	Rent Account	██████████	██████████

SCHEDULE 2: TEMPLATE DEED OF RELEASE

DATED

20[◆]

**(1) BARCLAYS BANK PLC
as Security Agent**

in favour of

(2) THE ENTITIES LISTED IN SCHEDULE 1 AS CHARGORS

**DEED OF RELEASE [OF PART]
OF SECURITY**

THIS DEED is made on

20[◆]

BETWEEN:

- (1) **BARCLAYS BANK PLC** in its capacity as security agent for the Secured Parties under (and as defined in) the Security Agreement referred to below (the "**Security Agent**");

in favour of:

- (2) **THE ENTITIES** listed in schedule 1 (each, a "**Chargor**" and together the "**Chargors**").

BACKGROUND:

- A The Chargors have requested that the Security Agent release [certain of the] [all] Security provided under or pursuant to the Security Agreement (as defined below) .
- B The Security Agent has agreed to release [certain of] the undertaking, property and assets of the Chargors on the terms and conditions of this Deed.

IT IS AGREED:

1. DEFINITIONS

In this Deed terms defined in the Security Agreement (as defined below) have the same meaning when used in this Deed (including in the recitals to this Deed) unless they are otherwise defined in this Deed and the following terms have the following meanings:

"**Released Assets**" means [all of the undertaking, property and assets, present and future of the Chargor[s] which are subject to the Security created by, under or pursuant to the Security Agreement] [those assets listed in schedule 2 (*Released Assets*) to this Deed];

"**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; and

"**Security Agreement**" means the security agreement dated [◆] and entered into between, inter alios, (1) the Chargors and (2) the Security Agent .

2. DISCHARGE

- (a) The Security Agent surrenders, releases, reassigns and reconveys all the Chargor[s]'[s] right, title and interest in and to the Released Assets to the Chargor[s] free and clear of all Security constituted by the Security Agreement[and discharges all present and future obligations of the Chargor[s] to the Security Agent (whether actual, contingent, sole, joint and/or several or otherwise) under the Security Agreement].
- (b) [The Lender confirms that as at the date of this Deed it has not taken any action to crystallise and is not aware of any event that has occurred which might cause the crystallisation of any floating charge contained in the Security Documents.¹]

¹ To be included on a partial release

- (c) Each release and discharge pursuant to this clause 2 is given without recourse or any representation or warranty by the Security Agent.
- (d) This Deed is subject to clause 30.2 (*Reinstatement*) of the Security Agreement.

3. [CONTINUING LIABILITY]

Nothing in this Deed shall prejudice or affect:

- (e) the continuing nature of the security constituted by the Security Agreement as regards all other property referred to in the Security Agreement; or
- (f) the obligations of the Chargor[s] or the rights of the Security Agent under the Security Agreement which shall continue to apply and remain in full force and effect.]

4. COSTS AND EXPENSES

The Borrower shall promptly on demand and on a full indemnity basis pay to the Security Agent the amount of all costs and expenses (including legal fees and all out-of-pocket expenses and any VAT on such costs and expenses) which are incurred by the Security Agent in connection with the negotiation, preparation, execution and delivery of this Deed.

5. FURTHER ASSURANCE

The Security Agent shall, at the request and cost of the Chargor[s], do or execute or procure to be done or executed all things which are necessary to give effect to the provisions of this Deed.

6. THIRD PARTY RIGHTS

A person who is not party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

7. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

8. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Deed has been duly executed by the Security Agent as a deed and has been delivered on the first date specified on page 1 of this Deed.

[SCHEDULE 1: THE CHARGORS]

[SCHEDULE 2: RELEASED ASSETS]

THE SECURITY AGENT

Signed as a deed, but not delivered until the)
first date specified on page 1, by)
BARCLAYS BANK PLC by its attorney)
_____ acting pursuant to)
a power of attorney dated 20)
in the presence of:)

as attorney for
BARCLAYS BANK PLC

Witness signature: _____

Witness name: _____

Witness address: _____

Address: BARCLAYS BANK PLC
Level 27
1 Churchill Place
London
E14 5HP

Telephone No: +44 (0)207 116 5086

Attention: Siddharth Bansal
Real Estate Asset Management

THE CHARGOR[S]

Executed as a deed, but not delivered until the
first date specified on page 1, by [NAME OF
CHARGOR] acting by:

Director name: _____

Witness signature: _____

Witness name: _____

Witness address: _____

EXECUTION PAGES

THE CHARGORS

FISH AND COAL TRUST

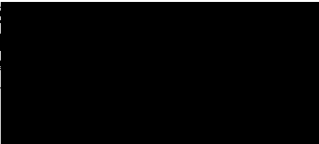
Executed as a deed, but not delivered until the)
first date specified on page 1 by KCC)
NOMINEE 1 (FC) LIMITED acting in its)
capacity as joint trustee of the **FISH AND**
COAL TRUST acting by

Director

Witness signature

Witness name:

Witness address:


YVONNE ANDREWS
4 Stable Street
London
N1C 4AB

Address: KCC Nominee 1 (FC) Limited
4 Stable Street
London N1C 4AB

Telephone No: +44 20 3664 0144

Attention: Company Secretary and Finance Partner


Executed as a deed, but not delivered until the)
first date specified on page 1 by KCC)
NOMINEE 2 (FC) LIMITED acting in its)
capacity as joint trustee of the **FISH AND**
COAL TRUST acting by

Director

Witness signature

Witness name:

Witness address:


YVONNE ANDREWS
4 Stable Street
London
N1C 4AB

Address: KCC Nominee 2 (FC) Limited
4 Stable Street
London N1C 4AB

Telephone No: +44 20 3664 0144

Attention: Company Secretary and Finance Partner

G1 PAVILION TRUST

Executed as a deed, but not delivered until the)
first date specified on page 1 by KCC)
NOMINEE 1 (G1PAV) LIMITED acting in its)
capacity as joint trustee of the **G1 PAVILION**
TRUST acting by:

Director

Witness signature

Witness name:

Witness address:

YVONNE ANDREWS

4 Stable Street

London

N1C 4AB

Address: KCC Nominee 1 (G1Pav) Limited
4 Stable Street
London N1C 4AB

Telephone No: +44 20 3664 0144

Attention: Company Secretary and Finance Partner

Executed as a deed, but not delivered until the
first date specified on page 1 by KCC
NOMINEE 2 (G1PAV) LIMITED acting in its
capacity as joint trustee of the **G1 PAVILION**
TRUST acting by:

Director

Witness signature

Witness name:

Witness address:

YVONNE ANDREWS

4 Stable Street

London

N1C 4AB

Address: KCC Nominee 2 (G1Pav) Limited
4 Stable Street
London N1C 4AB

Telephone No: +44 20 3664 0144

Attention: Company Secretary and Finance Partner

GG TRUST

Executed as a deed, but not delivered until the)
first date specified on page 1 by KCC)
NOMINEE 1 (GG) LIMITED acting in its)
capacity as joint trustee of the **GG TRUST**
acting by:

Director

Witness signature

Witness name:

Witness address:

YVONNE ANDREWS .

4 Stable Street

London

N1C 4AB .

Address: KCC Nominee 1 (GG) Limited
4 Stable Street
London N1C 4AB

Telephone No: +44 20 3664 0144

Attention: Company Secretary and Finance Partner

Executed as a deed, but not delivered until the
first date specified on page 1 by KCC
NOMINEE 2 (GG) LIMITED acting in its
capacity as joint trustee of the **GG TRUST**
acting by:

Director

Witness signature

Witness name:

Witness address:

YVONNE ANDREWS .

4 Stable Street

London

N1C 4AB .

Address: KCC Nominee 2 (GG) Limited
4 Stable Street
London N1C 4AB

Telephone No: +v

Attention: Company Secretary and Finance Partner

MGS TRUST

Executed as a deed, but not delivered until the)
first date specified on page 1 by KCC)
NOMINEE 1 (MGS) LIMITED acting in its)
capacity as joint trustee of the **MGS TRUST**
acting by:

Director

Witness signature

Witness name:

Witness address:

YVONNE ANDREWS.

4 Stable Street

London

NIC 4AB.

Address: KCC Nominee 1 (MGS) Limited
4 Stable Street
London NIC 4AB

Telephone No: +44 20 3664 0144

Attention: Company Secretary and Finance Partner

Executed as a deed, but not delivered until the
first date specified on page 1 by KCC
NOMINEE 2 (MGS) LIMITED acting in its
capacity as joint trustee of the **MGS TRUST**

acting by:

Director

Witness signature

Witness name:

Witness address:

YVONNE ANDREWS.

4 Stable Street

London

NIC 4AB.

Address: KCC Nominee 2 (MGS) Limited
4 Stable Street
London NIC 4AB

Telephone No: +44 20 3664 0144

Attention: Company Secretary and Finance Partner

WTS TRUST

Executed as a deed, but not delivered until the)
first date specified on page 1 by KCC)
NOMINEE 1 (WTS) LIMITED acting in its)
capacity as joint trustee of the **WTS TRUST**

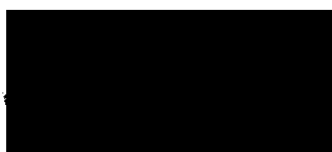
acting by:

Director

Witness signature

Witness name:

Witness address:


YVONNE ANDREWS .
4 Stable Street
London
N1C 4AB .

Address: KCC Nominee 1 (WTS) Limited
4 Stable Street
London N1C 4AB

Telephone No: +44 20 3664 0144

Attention: Company Secretary and Finance Partner

Executed as a deed, but not delivered until the
first date specified on page 1 by KCC
NOMINEE 2 (WTS) LIMITED acting in its
capacity as joint trustee of the **WTS TRUST**


acting by:

Director

Witness signature

Witness name:

Witness address:


YVONNE ANDREWS .
4 Stable Street
London
N1C 4AB .

Address: KCC Nominee 2 (WTS) Limited
4 Stable Street
London N1C 4AB

Telephone No: +44 20 3664 0144

Attention: Company Secretary and Finance Partner

THE SECURITY AGENT

Signed by PETER LOWE for)
and on behalf of **BARCLAYS BANK PLC:**)
)

Signature



Address: BARCLAYS BANK PLC
Level 27
1 Churchill Place
London
E14 5HP

Telephone No: +44 (0)207 116 5086

Attention: Siddharth Bansal
Real Estate Asset Management