

MG01

Particulars of a mortgage or charge

103007/65



iris
LASERFORM

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

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COMPANIES HOUSE

1

Company details

Company number

0 7 3 8 8 0 6 4

Company name in full

KCC Nominee 2 (WTS) 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

2 5 10 18 2 0 1 1

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

Legal charge entered into between (1) KCC Nominee 1 (WTS) Limited and the Chargor and (2) Barclays Bank PLC (the "Lender") (the "Charge")

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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 Charge) (the "Secured Obligations").

"Facility Agreement" means the facility agreement dated 2 August 2010 as amended and restated pursuant to an amendment and restatement agreement dated on or about the date of the Charge and made between (1) the Limited Partnership, (2) KCC Nominee 1 (WTS) Limited and the Chargor and (3) the Lender,

Continuation page

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

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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	<p>All Security and dispositions created or made by or pursuant to the Charge are created or made:</p> <ul style="list-style-type: none"> (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. <p>1 The 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:</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 paragraph 2 below 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
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Particulars as to commission, allowance or discount (if any)

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

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

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

Commission, allowance or discount N/A

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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)

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Signature

Please sign the form here

Signature

Signature

X DUA Piper X

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

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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 Jenna Darler

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 08700 111 111



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. The Chargor assigns and agrees 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> <p>(a) <u>all Rental Income</u> at any time arising (to the extent not validly mortgaged under paragraph 1(a) above) and</p> <p>(b) <u>all Insurances.</u></p> <p>To the extent that any Assigned Asset described in paragraph 2(b) above 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 Negative pledge and disposals</p> <p>(a) The Chargor shall not do or agree to do any of the following without the prior written consent of the Lender</p> <p>(a) create or permit to subsist any Security on any Security Asset; or</p> <p>(a) 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)</p> <p>"Agreement for Lease" means any agreement to grant an occupational lease for all or part of the Property,</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to paragraph 2 above;</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Finance Document" has the meaning given to it in the Facility Agreement;</p> <p>"Guarantor" means KCC Nominee 1 (WTS) Limited (company number 7388134) and the Chargor together, the "Guarantors";</p> <p>"Headlease" means the headlease for a term of 999 years relating to the Property dated on or around the date of the Charge granted by King's Cross Central (Trustee No One) Limited and King's Cross Central (Trustee No. Two) Limited in favour of the Guarantors;</p> <p>"Insurances" means all policies of insurance (and all cover notes) in relation to the Property which are at any time held by the Chargor;</p> <p>"Limited Partnership" means King's Cross Central Limited Partnership (partnership registration number LP012617);</p> <p>"Obligor" means the Limited Partnership or a Guarantor,</p> <p>"Property" means The <u>leasehold land known as The Western Transit Shed</u></p>	

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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>(Building L1) King's Cross Central, London N1C as demised by the Headlease and each and every part of it, including, where the context permits:</p> <ul style="list-style-type: none"> (a) <u>all buildings and fixtures</u> (including trade fixtures) and <u>fixed plant and machinery</u> at any time on that property and owned by the Chargors, (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; <p>"Rental Income" means all and any monies paid or payable to or for the account of the Chargors 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;</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 Charge,</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7388064
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 25
AUGUST 2011 AND CREATED BY KCC NOMINEE 2 (WTS)
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 2 SEPTEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 SEPTEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES