



Registration of a Charge

Company name: **KCC Nominee 1 (R6) Limited**

Company number: **07556852**

Received for Electronic Filing: **17/02/2016**



X50YLB8X

Details of Charge

Date of creation: **16/02/2016**

Charge code: **0755 6852 0002**

Persons entitled: **AGA KHAN UNIVERSITY FOUNDATION**

Brief description: **THE MORTGAGED PROPERTY BEING LEASEHOLD PROPERTY DEMISED PURSUANT TO A LEASE OF FLOOR 1 OF BUILDING R6, KING'S CROSS CENTRAL, LONDON N1, WHICH IS PENDING REGISTRATION AT THE LAND REGISTRY, AND OTHER MORTGAGED PROPERTIES AS SPECIFIED IN THE INSTRUMENT.**

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:

CLIFFORD CHANCE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7556852

Charge code: 0755 6852 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2016 and created by KCC Nominee 1 (R6) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2016 .

Given at Companies House, Cardiff on 18th February 2016

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

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

DATED 16 FEBRUARY ²⁰¹⁶ ~~2015~~ ^{BLP}

**THE PERSONS LISTED IN SCHEDULE 1
AS CHARGORS**

IN FAVOUR OF

**AGA KHAN UNIVERSITY FOUNDATION
AS THE SECURED PARTY**

**LEGAL CHARGE
RELATING TO THE PROPERTIES LISTED IN THE
SCHEDULE**

THIS CHARGE is made by way of deed on 16 FEBRUARY

2016 BLP
2015 by:

- (1) THE PERSONS listed in Schedule 1 (*Chargors*) (each a "Chargor") in favour of:
- (2) AGA KHAN UNIVERSITY FOUNDATION (the "Secured Party").

THIS DEED WITNESSES as follows:

1. LEGAL CHARGE

Each Chargor charges with full title guarantee in favour of the Secured Party, with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the freehold and leasehold property specified against its name in Schedule 2 (*Mortgaged Property*) (the "Mortgaged Property").

2. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 1 (*Legal Charge*).
- (b) It shall be implied in respect of Clause 1 (*Legal Charge*) that each Chargor is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

3. APPLICATION TO THE LAND REGISTRY

Each Chargor consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship Register of any registered land forming part of the Real Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 16 February 2016 in favour of Aga Khan University Foundation referred to in the charges register or their conveyancer."

BLP

4. FURTHER LOANS

Subject to the terms of the Facility, the Secured Party is under an obligation to make further Loans to each Chargor and that obligation will be deemed to be incorporated in this Legal Charge as if set out in this Legal Charge. Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further Loans on the Charges Register relating to the Mortgaged Property.

5. GOVERNING LAW

This Legal Charge (which, for the purposes of this Clause, shall include any supplement, modification or addition thereto) and any dispute arising out of or in connection with it, or any of the transactions contemplated herein, or the subject matter or formation hereof

(including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales.

THIS CHARGE has been executed as, and is intended to take effect as, a deed by each Chargor and has been signed by the Secured Party on the date written on the first page of this Legal Charge.

SCHEDULE 1 TO LEGAL CHARGE
THE CHARGORS

Name	Jurisdiction	Registered Number
KCC Nominee 1 (R6) Limited	England and Wales	07556852
KCC Nominee 2 (R6) Limited	England and Wales	07557418

SCHEDULE 2 TO LEGAL CHARGE

Mortgaged Property

1. All of the leasehold property demised pursuant to a lease dated ~~23 October~~ 2015 of floor 1 of the property known as Building R6 (formerly known as Building R5 (South)), King's Cross Central, London N1 between (1) KCC Nominee 1 (R3/R6) Limited and KCC Nominee 2 (R3/R6) Limited and (2) KCC Nominee 1 (R6) Limited and KCC Nominee 2 (R6) Limited, which is pending registration at the Land Registry.
2. All of the leasehold property demised pursuant to a lease dated ~~23 October~~ 2015 of floor 2 of the property known as Building R6 (formerly known as Building R5 (South)), King's Cross Central, London N1 between (1) KCC Nominee 1 (R3/R6) Limited and KCC Nominee 2 (R3/R6) Limited and (2) KCC Nominee 1 (R6) Limited and KCC Nominee 2 (R6) Limited, which is pending registration at the Land Registry.
3. All of the leasehold property demised pursuant to a lease dated ~~23 October~~ 2015 of floor 3 of the property known as Building R6 (formerly known as Building R5 (South)), King's Cross Central, London N1 between (1) KCC Nominee 1 (R3/R6) Limited and KCC Nominee 2 (R3/R6) Limited and (2) KCC Nominee 1 (R6) Limited and KCC Nominee 2 (R6) Limited, which is pending registration at the Land Registry.
4. All of the leasehold property demised pursuant to a lease dated ~~23 October~~ 2015 of floor 12 of the property known as Building R6 (formerly known as Building R5 (South)), King's Cross Central, London N1 between (1) KCC Nominee 1 (R3/R6) Limited and KCC Nominee 2 (R3/R6) Limited and (2) KCC Nominee 1 (R6) Limited and KCC Nominee 2 (R6) Limited, which is pending registration at the Land Registry.

EXECUTION PAGE TO LEGAL CHARGE

Chargors

**EXECUTED AS A DEED by
KCC NOMINEE 1 (R6) LIMITED**

acting by a director)
in the presence of:)

)

)

)

Signature of witness: [REDACTED]

Name: *SHARON ALLEN*

Address: [REDACTED]

**EXECUTED AS A DEED by
KCC NOMINEE 2 (R6) LIMITED**

acting by a director)
in the presence of:)

)

)

)

Signature of witness: [REDACTED]

Name: *SHARON ALLEN*

Address: [REDACTED]

Secured Party

**SIGNED by
AGA KHAN UNIVERSITY FOUNDATION**

acting by)

)

being a person who, in accordance)
with the laws of Switzerland, is acting)
under the authority of the foundation)

)

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

DATED 16 FEBRUARY ²⁰¹⁶ ~~2015~~ CC

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AS CHARGORS

IN FAVOUR OF

AGA KHAN UNIVERSITY FOUNDATION
AS THE SECURED PARTY

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RELATING TO THE PROPERTIES LISTED IN THE
SCHEDULE

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- (1) THE PERSONS listed in Schedule 1 (*Chargors*) (each a "Chargor") in favour of:
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THIS DEED WITNESSES as follows:

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Each Chargor charges with full title guarantee in favour of the Secured Party, with the payment and discharge of the Secured Obligations, by way of first legal mortgage, the freehold and leasehold property specified against its name in Schedule 2 (*Mortgaged Property*) (the "Mortgaged Property").

2. **IMPLIED COVENANTS FOR TITLE**

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 1 (*Legal Charge*).
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4. **FURTHER LOANS**

Subject to the terms of the Facility, the Secured Party is under an obligation to make further Loans to each Chargor and that obligation will be deemed to be incorporated in this Legal Charge as if set out in this Legal Charge. Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further Loans on the Charges Register relating to the Mortgaged Property.

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This Legal Charge (which, for the purposes of this Clause, shall include any supplement, modification or addition thereto) and any dispute arising out of or in connection with it, or any of the transactions contemplated herein, or the subject matter or formation hereof

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THE CHARGORS**

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4. All of the leasehold property demised pursuant to a lease dated **23 October** 2015 of floor 12 of the property known as Building R6 (formerly known as Building R5 (South)), King's Cross Central, London N1 between (1) KCC Nominee 1 (R3/R6) Limited and KCC Nominee 2 (R3/R6) Limited and (2) KCC Nominee 1 (R6) Limited and KCC Nominee 2 (R6) Limited, which is pending registration at the Land Registry.

EXECUTION PAGE TO LEGAL CHARGE

Chargors

**EXECUTED AS A DEED by
KCC NOMINEE 1 (R6) LIMITED**

acting by a director)
in the presence of:)

Signature of witness:

Name:

Address:

**EXECUTED AS A DEED by
KCC NOMINEE 2 (R6) LIMITED**

acting by a director)
in the presence of:)

Signature of witness:

Name:

Address:

Secured Party

**SIGNED by
AGA KHAN UNIVERSITY FOUNDATION**

acting by *Andre Arabin*)

being a person who, in accordance)
with the laws of Switzerland, is acting)
under the authority of the foundation)

