

235378/13

In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01

## Particulars of a charge



A fee is payable with this form. Please see 'How to pay' on the last page.

You can use the WebFiling service to file this form online. Please go to www.companieshouse.gov.uk

What this form is for  
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for  
You may not use this form to register a charge where the instrument Use form MR08

TUESDAY



This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. Do not send the original.

### 1 Company details

Company number: 0 8 1 3 7 5 7 8

Company name in full: KCC Nominee 1 (B2) Limited

For official use  
*01002*

→ Filing in this form  
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date: d 1 d 4 m 0 m 5 y 2 y 0 y 1 y 5

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: Wells Fargo Bank, N A , London Branch (as assignee of Hypothekenbank Frankfurt AG, London Branch) (formerly Eurohypo

Name: AG, London Branch)

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

# MR01

## Particulars of a charge

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### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Leasehold property known as Building B2, Block B, Kings Cross Central, London N1 registered at HM Land Registry under title number NGL 931386 and those assets listed in Schedule 2 (Real Property) of the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

Yes

No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

Yes Continue

No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

Yes

No

8

### Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here

Signature

Signature

X Allen & Overy LLP on behalf of X  
the Facility Agent.

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

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name **David Laverty**

Company name  
**Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country **United Kingdom**

DX

Telephone **02030882160**



### 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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy



### 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 filed on paper.

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8137578

Charge code: 0813 7578 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th May 2015 and created by KCC NOMINEE 1 (B2) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th May 2015.

②

Given at Companies House, Cardiff on 26th May 2015



**Companies House**



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

EXECUTION VERSION

## CONFIRMATORY SECURITY AGREEMENT

DATED 14th MAY 2015

KC (B2&B4) LIMITED PARTNERSHIP

and

KC (B2&B4) GP LIMITED

and

KCC NOMINEE 1 (B2) LIMITED KCC NOMINEE 2 (B2) LIMITED and others

and

WELLS FARGO BANK, N.A., LONDON BRANCH  
(as assignee of Hypothekbank Frankfurt AG, London Branch  
(formerly Eurohypo AG, London Branch))

RELATING TO

B2 AND B4, KINGS CROSS CENTRAL, LONDON N1

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

ALLEN & OVERY

Allen & Overy LLP

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*Allen & Overy LLP*  
*18/05/15*

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**THIS DEED** is dated 14th May 2015 and is made **BETWEEN**:

- (1) **KC (B2&B4) LIMITED PARTNERSHIP** (registered under the Limited Partnerships Act 1907 with registered number LP015093 acting by its general partner **KC (B2&B4) GP LIMITED** (registered number 8136668))(the **Borrower**);
- (2) **KC (B2&B4) GP LIMITED** (registered number 8136668) (the **General Partner**);
- (3) **THE COMPANIES** listed in Schedule 1 (**Property Trustees**) (the **Property Trustees**); and
- (4) **WELLS FARGO BANK, N.A., LONDON BRANCH** (as assignee of Hypothekbank Frankfurt AG, London Branch (formerly Eurohypo AG, London Branch)) (the **Facility Agent**) as agent and trustee for the Finance Parties (as defined in the Credit Agreement defined below).

**BACKGROUND.**

- (A) Pursuant to a security agreement dated 18 December 2012 between each Chargor and the Facility Agent (the **Original Security Agreement**), each Chargor created Security Interests over certain of its assets as security for, among other things, the present and future obligations and liabilities of each Obligor under the Finance Documents (as amended or supplemented).
- (B) The Credit Agreement has been amended by an amendment and restatement agreement dated on or about the date of this Deed between, among others, each Chargor and the Facility Agent (the **Amendment and Restatement Agreement**).
- (C) Each Chargor and the Facility Agent consider that the Security Interests created by each Chargor under the Original Security Agreement secure payment of the Secured Liabilities (as defined below), but enter into this Deed in case they do not.
- (D) This Deed is supplemental to the Original Security Agreement.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

- (a) In this Deed, **Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to each Finance Party under each Finance Document including those obligations and liabilities as they are amended by the Amendment and Restatement Agreement.
- (b) Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (c) The provisions of clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement will be construed as references to this Deed
- (d) (i) A Finance Document or other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Finance Document or other agreement

or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility;

- (ii) the term **this Security** means any security created by this Deed; and
  - (iii) a reference to any asset includes present and future properties, revenues and rights of every description
- (e) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (f) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (g) If the Facility Agent considers that an amount paid to a Finance Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (h) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed:
- (i) is created in favour of the Facility Agent;
  - (ii) is created over present and future assets of each Chargor;
  - (iii) is security for the payment and satisfaction of all the Secured Liabilities, and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Facility Agent holds the benefit of this Deed on trust for the Finance Parties.
- (c) All the security created under this Deed:
- (i) is created in case the security created by the Original Security Agreement does not secure all of the Secured Liabilities, and
  - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (d) Where this Deed purports to create a first fixed Security Interest, that Security Interest will be a second ranking Security Interest ranking subject to the equivalent Security Interest created by the Original Security Agreement until such time as the Security Interest created by the Original Security Agreement ceases to have effect.



- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security Interest created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect

## **2.2 Land**

- (a) Each Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in schedule 2 (Real Property) to the Original Security Agreement (which is reproduced in Schedule 2 (Real Property) to this Deed); and
- (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

- (b) A reference in this Clause 2.2 (Land) to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

## **2.3 Securities**

- (a) Each Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.

- (b) A reference in this Clause 2.3 (Securities) to a mortgage or charge of any stock, share, debenture, bond or other security includes:

- (i) any dividend or interest paid or payable in relation to it; and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

## **2.4 Plant and machinery**

Each Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession

## **2.5 Credit balances**

Each Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Credit Agreement or this Deed) it has with any person and the debt represented by it.

**2.6 Book debts etc.**

Each Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

**2.7 Insurances**

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

- (a) all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest; and
- (b) all monies payable and all monies paid to it under or in respect of all such contracts of insurance.

**2.8 Hedging**

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedging Agreements.

**2.9 Other contracts**

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (a) under each Lease Document;
- (b) in respect of all Rental Income;
- (c) under any guarantee of Rental Income contained in, or relating to any Lease Document;
- (d) under each appointment of a Managing Agent,
- (e) under the Partnership Agreement;
- (f) under each appointment of an Operator;
- (g) under any agreement relating to the purchase of a Property by the Chargor; and
- (h) under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this Clause.

**2.10 Miscellaneous**

Each Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;

- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above; and
- (e) its uncalled capital

## **2.11 Floating charge**

- (a) Each Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause.
- (b) Except as provided below, the Facility Agent may by notice to a Chargor convert the floating charge created by this Clause 2.11 (Floating charge) into a fixed charge as regards any of a Chargor's assets specified in that notice, if:
  - (i) an Event of Default is continuing; or
  - (ii) the Facility Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created by this Clause 2.11 (Floating charge) may not be converted into a fixed charge solely by reason of:
  - (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium,
 under section 1A of the Insolvency Act 1986.
- (d) The floating charge created by this Clause 2.11 (Floating charge) will automatically convert into a fixed charge over all of a Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator.
- (e) The floating charge created by this Clause 2.11 (Floating charge) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

## **3. INCORPORATION<sup>1</sup>**

The provisions of clause 3 (Representations - General) to 20 (Release) (inclusive) (other than clause 5.5 (H.M. Land Registry)) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed

## **4. H.M. LAND REGISTRY**

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at H.M. Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] referred to in the charges register or their conveyancer. (Standard Form P)"

<sup>1</sup> NB – Although not specifically set out in this security agreement, there is an obligation to serve notices to tenants (clauses 5.2 (Notice to tenants), 7.3 (Notices of charge), 8 (Hedging), 9.2 (Notices of assignment) of the Original Security Agreement, Clause 7.3

**5. MISCELLANEOUS**

- (a) The Original Security Agreement will remain in full force and effect.
- (b) This Deed is designated a Finance Document.

**6. GOVERNING LAW**

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

**THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.**

**SCHEDULE 1**  
**PROPERTY TRUSTEES**

<b>Property Trustees</b>	<b>Jurisdiction of incorporation</b>	<b>Registration number or equivalent</b>
KCC Nominee 1 (B2) Limited	England and Wales	8137578
KCC Nominee 2 (B2) Limited	England and Wales	8136054
KCC Nominee 1 (B4) Limited	England and Wales	8136385
KCC Nominee 2 (B4) Limited	England and Wales	8136493

## **SCHEDULE 2**

### **REAL PROPERTY**

The leasehold property known as Building B2, Block B, Kings Cross Central, London N1 as demised by and more particularly described in a lease dated 18 December 2012 made between King's Cross Central (Trustee No. One) and Kings Cross Central (Trustee No. Two) Limited (1) Limited and KCC Nominee 1 (B2) Limited and KCC Nominee 2 (B2) Limited (2) as registered at the land registry with title absolute under title number NGL 931386.

The leasehold property known as Building B4, Block B, Kings Cross Central, Kings Cross London N1 as demised by and more particularly described in a lease dated 18 December 2012 made between King's Cross Central (Trustee No. One) and Kings Cross Central (Trustee No. Two) Limited (1) Limited and KCC Nominee 1 (B4) Limited and KCC Nominee 2 (B4) Limited (2) as registered at the land registry with title absolute under title number NGL 931387.

**SIGNATORIES**

**Chargors**

EXECUTED AS A DEED by )  
KC (B2&B4) LIMITED PARTNERSHIP )  
acting by its general partner KC (B2&B4) GP )  
LIMITED acting by

Director

~~Director/Secretary~~

EXECUTED AS A DEED by  
KC (B2&B4) GP LIMITED  
acting by

Director

~~Director/Secretary~~

EXECUTED AS A DEED by  
KCC NOMINEE 1 (B2) LIMITED  
acting by

Director

Director/Secretary

EXECUTED AS A DEED by  
KCC NOMINEE 2 (B2) LIMITED  
acting by

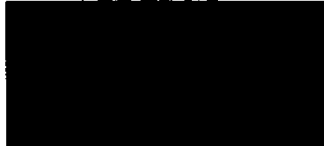
Director

Director/Secretary

EXECUTED AS A DEED by

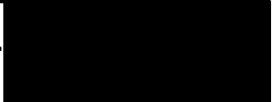
**KCC NOMINEE 1 (B4) LIMITED**

acting by



Director

~~Director/Secretary~~



**EXECUTED AS A DEED by  
KCC NOMINEE 2 (B4) LIMITED  
acting by**

Director



~~Director/Secretary~~



**Facility Agent**

**WELLS FARGO BANK, N.A., LONDON  
BRANCH (as assignee of Hypothekbank Frankfurt  
AG, London Branch (formerly Eurohypo AG, London  
Branch))**

By:



**KCC NOMINEE 1 (B4) LIMITED**  
acting by

Director

Director/Secretary

EXECUTED AS A DEED by  
**KCC NOMINEE 2 (B4) LIMITED**  
acting by

Director

Director/Secretary

**Facility Agent**

**WELLS FARGO BANK, N.A., LONDON  
BRANCH** (as assignee of Hypothekenbank Frankfurt  
AG, London Branch (formerly Eurohypo AG, London  
Branch))

By.

