

MG01

Particulars of a mortgage or charge



23/1632/117

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 on a
company. To do this, use
form MG01s

SATURDAY



1	Company details	<div style="border: 1px solid black; padding: 2px;"> 1 For official use </div> <p>→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *</p>
Company number	0 8 1 3 7 5 7 8	
Company name in full	KCC Nominee 1 (B2) Limited (the Chargor)	

2	Date of creation of charge	
Date of creation	d1 d8 m1 m2 y2 y0 y1 y2	

3	Description	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	A security agreement dated 18 December 2012 between, amongst others, the Chargor and Hypothekenbank Frankfurt AG, London Branch (previously Eurohypo AG, London Branch) (the Facility Agent) as agent and trustee for the Finance Parties (the Deed)	

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined below) to any Finance Party (as defined below) under each Finance Document (as defined below) (the Secured Liabilities)	
		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 Hypothekenbank Frankfurt AG, London Branch

Address 90, Long Acre

London

Postcode W C 2 E 9 R A

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

Please see the attached continuation sheets

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7 Particulars as to commission, allowance or discount (if any)

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

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

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

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X *Allen J Greay - 21/12/12* 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 BEAC (0041863-0000561)

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 020 3088 2311



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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

CREATION OF SECURITY

1.1 General

- (a) All the security created under the Deed
 - (i) is created in favour of the Facility Agent,
 - (ii) is created over present and future assets of the 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 the Deed on trust for the Finance Parties

1.2 Land

- (a) The Chargor
 - (i) charges 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, and
 - (ii) (to the extent that they are not the subject of a mortgage under sub-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 subclause 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

1.3 Securities

- (a) The 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 subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes

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- (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

1.4 Plant and machinery

The 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

1.5 Credit balances

The 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 the Deed) it has with any person and the debt represented by it

1.6 Book debts etc

The 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

1.7 Insurances

The 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 money payable and all monies paid to it under or in respect of all such contracts of insurance

1.8 Hedging

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

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1.9 Other contracts

- (a) The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights
- (b) under each Lease Document,
- (c) in respect of all Rental Income,
- (d) under any guarantee of Rental Income contained in or relating to any Lease Document,
- (e) under each Development Document,
- (f) under each appointment of a Development Manager,
- (g) under each appointment of a Managing Agent,
- (h) under the Partnership Agreement,
- (i) under each appointment of an Operator,
- (j) under any agreement relating to the purchase of a Property by each Chargor, and
- (k) 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

1.10 Miscellaneous

The 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

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1.11 Floating charge

- (a) The 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 1 11
- (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by this subclause into a fixed charge as regards any of the Chargor's assets specified in that notice, if
- (i) an Event of Default is outstanding, 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 subclause 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 subclause will automatically convert into a fixed charge over all of the 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 subclause is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

2. RESTRICTIONS ON DEALINGS

2.1 Security

Except as expressly allowed in the Credit Agreement, the Chargor may not create or permit to subsist any Security Interest on any Security Asset (except for the security created under the Deed)

2.2 Disposals

Except as expressly allowed in the Credit Agreement, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trading of any Security Asset subject to the floating charge created under the Deed

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Short particulars of all the property mortgaged or charged

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3. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Facility Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by the Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Facility Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Facility Agent or to its nominee, or
- (ii) the giving of any notice, order or direction and the making of any registration, which, in any such case, the Facility Agent may think expedient

4. INTERPRETATION

4.1 Definitions

In this form MG01

Accession Agreement means a Counterparty Accession Agreement, a Guarantor Accession Agreement or a Subordination Agreement Accession Agreement

Additional Counterparty means a bank or financial institution which becomes a Counterparty after the date of the Credit Agreement

Additional Guarantor means an Additional Security Property Trustee that becomes a Guarantor in accordance with the Credit Agreement

Additional Security Property means any real property the security over which is created by a Security Document entered into after the first Utilisation Date, as described in that Security Document and, where the context so requires, includes the buildings on that Additional Security Property

Additional Security Property Trustee means a legal but not beneficial owner of an Additional Security Property

Administrative Party means the Arranger or the Facility Agent

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Agreement for Lease means an agreement to grant an Occupational Lease for all or part of the Property

Architect means

- (a) in respect of the Development Property known as site B2, David Chipperfield Architects Ltd, and
- (b) in respect of the Development Property known as Site B4, Allies and Morrison, or

any other architects appointed by the Borrower or the Contractor in respect of the Development in accordance with the Credit Agreement

Arranger means Hypothekbank Frankfurt AG, London branch (previously Eurohypo AG, London Branch)

Assignment Agreement means an agreement substantially in the form set out in part 2 of schedule 5 (Form of Assignment Agreement) to the Credit Agreement or any other form agreed between the relevant assignor and assignee

Borrower means KC (B2&B4) Limited Partnership (registered under the Limited Partnership Act 1907 with registered number LP015093) acting by its general partner KC (B2&B4) GP Limited (registered number 8136668)

Building Contract means a fixed price design and build building contract in relation to a Development Property between the Borrower and the Contractor, including all documents referred to in that contract in a form approved by the Facility Agent

Civil and Structural Engineer means AKT II Limited or any other civil and structural engineer appointed by the Borrower or the Contractor in accordance with the Credit Agreement

Collateral Warranty means a collateral warranty given by the Contractor or a Consultant in favour of the Facility Agent in relation to the Development

Contractor means BAM Construction Limited, guaranteed by Koninklijke BAM Groep NV, or any other building contractor appointed by the Borrower in respect of the Development in accordance with the Credit Agreement

Consultant means

- (a) the Architect,
- (b) the Employer's Agent,
- (c) the Mechanical and Electrical Engineer,

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- (d) the Civil and Structural Engineer, or
- (e) any other consultant with a design responsibility in respect of the Development appointed by the Borrower or the Contractor with the approval of the Facility Agent

Consultant Appointment means an agreement for the appointment of a Consultant by the Borrower or the Contractor

Counterparty means the Original Counterparty or an Additional Counterparty

Counterparty Accession Agreement means a letter, substantially in the form of part 4 of schedule 5 (Form of Counterparty Accession Agreement) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require

Credit Agreement means the £71,500,000 credit agreement dated 10 August 2012 between (among others) the Chargor and the Facility Agent

Development means the clearance of the site of the Development Properties, the construction on the Development Properties of (in the case of the Development Property known as site B2) an office building of approximately 59,271 square feet and including ground floor retail space of approximately 2,856 square feet and (in the case of the Development Property known as site B4) an office building of approximately 140,671 square feet and including ground floor retail space of approximately 11,033 square feet and related local infrastructure works, as described in the Specifications

Development Document means

- (a) a Building Contract,
- (b) a Consultant Appointment,
- (c) a Collateral Warranty, or
- (d) any other document designated as such by the Facility Agent and the Borrower

Development Manager means Argent (Kings Cross) Limited (registered number 3965242) or any other development manager appointed by the Borrower

Development Property means

- (a) the leasehold property known as site B2, King's Cross Central, London N1C, or

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(b) the leasehold property known as site B4, King's Cross Central, London N1C, as described in schedule 1 to the Deed and, where the context so requires, includes the buildings on that Development Property

Duty of Care Agreement means a duty of care agreement entered into or to be entered into by a Development Manager, a Managing Agent or an Operator, any relevant Obligor and the Facility Agent

Employer's Agent means Davis Langdon LLP or any other employer's agent appointed by the Borrower in respect of the Development in accordance with the Credit Agreement

Event of Default means any event or circumstance specified as such in clause 25 (Events of Default) to the Credit Agreement

Facility means the term loan facility made available under the Credit Agreement as described in clause 2 (The Facilities) to the Credit Agreement

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Borrower setting out the amount of any fees referred to in the Credit Agreement

Finance Party means a Lender, a Counterparty or an Administrative Party

Finance Document means:

- (a) the Credit Agreement,
- (b) a Security Document,
- (c) a Hedging Agreement,
- (d) a Subordination Agreement,
- (e) the Intercreditor Agreement,
- (f) a Duty of Care Agreement,
- (g) a Fee Letter,
- (h) a Transfer Certificate or Assignment Agreement,
- (i) an Accession Agreement,
- (j) a Resignation Request, or

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- (k) any other document designated as such by the Facility Agent and the Borrower

General Partner means KC (B2&B4) GP LIMITED (registered number 8136668)

Guarantor means an Original Guarantor or an Additional Guarantor

Guarantor Accession Agreement means a letter, substantially in the form of part 3 of schedule 5 (Form of Assignment Agreement) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

Hedging Agreements means any master agreement, confirmation, schedule or other agreement entered into by the Borrower for the purpose of hedging interest payable under the Credit Agreement

Intercreditor Agreement means the intercreditor agreement entered into on 20 December 2012 between KCCLP, Barclays Bank PLC and the Finance Parties

KCCLP means King's Cross Central Limited Partnership (registered under the Limited Partnerships Act 1907 with registered number LP 12617)

Lease Document means

- (a) an Agreement for Lease,
(b) an Occupational Lease, or
(c) any other document designated as such by the Facility Agent and the Borrower

Lender means

- (a) the Original Lender, or
(b) any other person which has become a Party in accordance with clause 27.1 (Assignments and transfers by the Lenders) of the Credit Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Credit Agreement

Managing Agent means any managing agent appointed by the Borrower in respect of the Development Properties in accordance with the Credit Agreement

Mechanical and Electrical Engineer means Grontmij UK or any other mechanical and electrical engineers appointed by the Borrower or the Contractor in accordance with the Credit Agreement

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Obligor means a Borrower or a Guarantor

Occupational Lease means any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject

Operator means Jones Lang LaSalle Corporate Finance Limited or any other operator of the Borrower appointed by the General Partner in accordance with the Credit Agreement

Original Counterparty means Hypothekbank Frankfurt AG, London branch (previously Eurohypo AG, London Branch)

Original Guarantor means the parties set out as Original Guarantors in the Credit Agreement

Original Lender means Hypothekbank Frankfurt AG, London branch (previously Eurohypo AG, London Branch)

Original Security Property means the leasehold property known as site B5, King's Cross Central, London N1 as described in schedule 1 to the Deed and, where the context so requires, includes the buildings on that Original Security Property

Party means a party to the Credit Agreement

Partnership Agreement means the partnership agreement dated 11 July 2012 between KCCLP as limited partner and the General Partner and includes any resolutions and amending documents

Property means a Development Property or a Security Property

Real Property means

- (a) the leasehold property known as Site B2, Kings Cross Central, London N1 as demised by and more particularly described in a lease dated on or about the date of the Deed 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),
- (b) the leasehold property known as Site B4, Kings Cross Central, London N1 as demised by and more particularly described in a lease dated on or about the of the Deed 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), and
- (c) the leasehold property known as Site B5, Kings Cross Central, London N1 as demised by and more particularly described in a lease dated on or about the date of the Deed made between King's Cross Central (Trustee No One) and

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Kings Cross Central (Trustee No Two) Limited (1) Limited and KCC Nominee 1 (B5) Limited and KCC Nominee 2 (B5) Limited (2)

Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Deed

Rental Income means the aggregate of all amounts paid or payable to or for the account of an Obligor in connection with the letting of any part of a 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 an Obligor,
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Property and any fixture and fitting on a Property including any fixture or fitting on a 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 surrender or variation of any Lease Document,
- (g) any sum paid or payable by any guarantor of any occupational tenant under any Lease Document,
- (h) any Tenant Contributions, and
- (i) 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

Resignation Request means a letter, substantially in the form of schedule 6 (Form of Resignation Request) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require

Scheme means the site known as King's Cross Central, London N1C as edged red on the plan supplied to the Facility Agent as a condition precedent under the Credit Agreement on or before the first Utilisation Date

Security Assets means all assets of the Chargor the subject of any security created by the Deed

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Security Document means

- (a) the Deed,
- (b) the Shareholder's Security Agreement,
- (c) any other document evidencing or creating security over any asset to secure any obligation of any Obligor to a Finance Party under the Finance Documents, or
- (d) any other document designated as such by the Facility Agent and the Borrower

Security Interest means a mortgage, charge, pledge, lien, assignment by way of security, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Property means the Original Security Property or an Additional Security Property

Shareholder's Security Agreement means the agreement dated 18 December 2012 between, King's Cross Central General Partner Limited as the chargor and Hypothekenbank Frankfurt AG, London branch (previously Eurohypo AG, London Branch) as the facility agent for the Finance Parties

Specifications means the drawings, plans and specifications for the Development which have been supplied to, and approved by, the Facility Agent and the Project Monitor as a condition precedent under this Agreement before the first Utilisation Date, as they may be amended in accordance with the Credit Agreement

Subordination Agreement means a subordination agreement dated 20 December 2012 between amongst others the Borrower, the General Partner and the Facility Agent

Subordination Agreement Accession Agreement has the meaning given to it in the Subordination Agreement

Tenant Contributions means any amount paid or payable to the Obligors by any tenant under a Lease Document or any other occupier of a Property, by way of

- (a) contribution to
 - (i) insurance premia,
 - (ii) the cost of an insurance valuation,

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(iii) a service or other charge in respect of an Obligor's costs under or in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Property or any

(iv) other part of the Scheme, or

(v) a reserve or sinking fund, or

(b) VAT

Transfer Certificate means a certificate substantially in the form set out in schedule 5 (form of Transfer Certificate) to the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require, or any other form agreed between the Facility Agent and the Borrower

Utilisation means a utilisation of a Facility

Utilisation Date means the date of a Utilisation, being the date on which the relevant Loan is or is to be made

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other Tax of a similar nature whether of the UK or elsewhere



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8137578
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 18
DECEMBER 2012 AND CREATED BY KCC NOMINEE 1 (B2)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE OF EACH OBLIGOR TO ANY FINANCE PARTY 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 22 DECEMBER
2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2013



Companies House



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