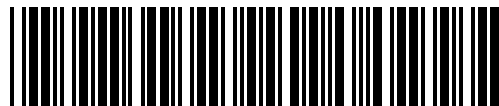




Registration of a Charge

Company Name: **TTS PROPERTIES LIMITED**

Company Number: **04055091**



XAA1IRD8

Received for filing in Electronic Format on the: **02/08/2021**

Details of Charge

Date of creation: **23/07/2021**

Charge code: **0405 5091 0018**

Persons entitled: **GRM2786 LIMITED (AS SECURITY AGENT FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description: **THE LAND AND BUILDINGS AT 13 SHERWOOD STREET, SOHO, LONDON W1F 9US HAVING TITLE NUMBER NGL927794 AND THE OTHER PROPERTIES LISTED IN PART 1 OF SCHEDULE 2 OF THE INSTRUMENT AGAINST THE NAME OF TTS PROPERTIES LIMITED. FOR FURTHER DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

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:

CAROLYN AGNEW, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4055091

Charge code: 0405 5091 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2021 and created by TTS PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2021 .

Given at Companies House, Cardiff on 3rd August 2021

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**

DEBENTURE ACCESSION DEED

THIS ACCESSION DEED is made on

23 July

2021

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an "Acceding Company");
- (2) MARLIN MIDCO LIMITED (the "Parent"); and
- (3) GRM2786 LIMITED (as Security Agent for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated 23 July 2021 and made between (1) the Chargors named in it and (2) the Security Agent (the "Debenture").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in clause 2 (*Covenant to pay*) of the Debenture.

London 23 July 2021. I certify that, save for material redacted pursuant to s.85A(4) of the Companies Act 2006, this is a true, complete and correct copy of the electronically

RDF/JGA/UKM/111082887.3

executed original instrument.

Caragula, Solicitor,
Duffry, Ladder

(c) Charge

Without prejudice to the generality of clause 2(a) (*Accession*), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in clauses 3 (*Grant of Security*), 4 (*Fixed Security*) and 6 (*Floating Charge*) of the Debenture including (without limiting the generality of the foregoing but, for the avoidance of doubt, subject to clause 2(f) below):

- (i) by way of first fixed charge all its freehold and leasehold Real Property (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in part 1 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all its Subsidiary Shares (including, without limitation, those specified against its name in part 2 of schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
- (iii) by way of first fixed charge each of its accounts with any bank or financial institution at any time and all monies at any time standing to the credit of such accounts;
- (iv) by way of first fixed charge all its Intellectual Property (if any));
- (v) by way of first fixed charge, its Receivables; and
- (vi) by way of first fixed charge its Insurances (if any)), all claims under the Insurances and all proceeds of the Insurances.

(d) [Reserved]**(e) Consent**

Pursuant to clause 23.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
 - (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.
- (f) Clauses 1.4 (*Inconsistency between this Deed and the Intercreditor Agreement and the Deferred Consideration Terms Agreement*) and 5 (*Leases Restricting Charging and Acquisition Documents*) of the Debenture are incorporated into this Accession Deed, mutatis mutandis.

3. CONSTRUCTION OF DEBENTURE

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to "*this Deed*" and similar expressions shall include references to this Accession Deed.

4. THIRD PARTY RIGHTS

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. NOTICE DETAILS

Notice details for each Acceding Company are those identified with its name below.

6. COUNTERPARTS

This Accession 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 Accession Deed.

7. GOVERNING LAW

This Accession 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 Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

Company name	Registered number	Registered office
Third Space Holdings Limited	05538574	16-19 Canada Square, London, England, E14 5ER
Third Space (Mayfair) Limited	11985375	16-19 Canada Square, London, England, E14 5ER
Third Space (Moorgate) Limited	11985554	16-19 Canada Square, London, England, E14 5ER
Third Space (Wood Wharf) Limited	11407923	16-19 Canada Square, London, England, E14 5ER
Third Space (Islington) Limited	09706881	16-19 Canada Square, London, England, E14 5ER
The Third Space Group Limited	02973240	16-19 Canada Square, London, England, E14 5ER
Canada Square Health & Fitness Limited	04968342	16-19 Canada Square, London, England, E14 5ER
Tower Bridge Health Clubs Limited	05458732	16-19 Canada Square, London, England, E14 5ER
Third Space (City) Limited	10860101	16-19 Canada Square, London, England, E14 5ER
Canada Square Food Limited	09492304	16-19 Canada Square, London, England, E14 5ER
TTS Soho Limited	03782567	16-19 Canada Square, London, England, E14 5ER
TTS Properties Limited	04055091	16-19 Canada Square, London, England, E14 5ER
Quantum Leap Health & Fitness Limited	03820940	16-19 Canada Square, London, England, E14 5ER

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

Part 1 - Real Property

Real Property				
Chargor	Description of land	Known as	Tenure	Title number (if any)
TTS Properties Limited	Leasehold property	13 Sherwood Street, Soho, London W1F 9US	Underlease dated 4 July 2012 between (1) Her Majesty the Queen (2) The Crown Estate Commissioners (3) TTS Properties Limited and (4) The Third Space Group Limited varied by a deed of variation dated 1 March 2016	NGL927794
TTS Properties Limited	Leasehold property	13 Sherwood Street, Soho, London W1F 9US	Supplemental underlease dated 1 March 2016 between (1) Her Majesty the Queen (2) The Crown Estate Commissioners (3) TTS Properties Limited and (4) The Third Space Group Limited	NGL958418
Canada Square Health & Fitness Limited	Leasehold property	16-19 Canada Square, London E14 5ER	Lease dated 24 December 2003 between (1) Canada Place Limited (2) Canary Wharf Management Limited and (3) Canada Square Health & Fitness Limited As varied by the Deed of Variation dated 20 April 2018	EGL467401

Real Property				
Chargor	Description of land	Known as	Tenure	Title number (if any)
Canada Square Health & Fitness Limited	Leasehold property	16-19 Canada Square, London E14 5ER	Reversionary Lease dated 20 April 2018 between (1) Canada Place Limited (2) Canary Wharf Management Limited and (3) Canada Square Health & Fitness Limited	AGL443681
Tower Bridge Health Clubs Limited	Leasehold property	2b More London Riverside, London SE1 2AP	Lease dated 28 November 2003 between (1) London Bridge Holdings Limited (2) London Bridge Management Company Limited and (3) Two More London Health Club Limited Varied by deeds of variation dated 9 November 2005 and 13 March 2007 and 9 April 2021	TGL231632
Tower Bridge Health Clubs Limited	Leasehold property	2b More London Riverside, London SE1 2AP	Reversionary lease dated 9 April 2021 between (1) St Martins Property Investments Limited (2) Tower Bridge Health Clubs Limited and (3) London Bridge Management Company Limited	Not registered yet
Third Space Properties (City) Limited	Leasehold property	40 Mark Lane, London EC3R 7AT	Underlease dated 20 November 2017 between (1) 3 Minster Court Unit Trust (Trustee 1) Limited and 3 Minster Court Unit Trust (Trustee 2)	AGL431678

Real Property				
Chargor	Description of land	Known as	Tenure	Title number (if any)
			Limited (2) Third Space Properties (City) Limited and (3) Third Space Holdings Limited Varied by a deed of variation dated 26 April 2018	
Third Space Properties (City) Limited	Leasehold property	Storage room at the Minster Building, London EC3R 7DD	Supplemental underlease dated 26 April 2018 between (1) 3 Minster Court Unit Trust (Trustee 1) Limited and 3 Minster Court Unit Trust (Trustee 2) Limited (2) Third Space Properties (City) Limited and (3) Third Space Holdings Limited	AGL444994
Third Space (Islington) Limited	Leasehold property	15 Esther Anne Place, Islington, London N1 1UL	Lease dated 1 April 2021 between (1) Sager House (Almeida) Limited and Shal (Nominee) Limited (2) Third Space (Islington) Limited and (3) Third Space Holdings Limited	Not registered yet
Quantum Leap Health and Fitness Limited	Leasehold property	Bulstrode Place, Marylebone, London W1U 2HU	Sub-underlease dated 28 February 2020 between (1) Doyle London Hotels Limited (2) Quantum Leap Health and Fitness Limited and (3) The Third Space Group Limited	Not registered yet
The Third Space	Leasehold property	Ground Floor, Grafton House, 2/3	Lease dated 31 October 2019 between (1)	BB2459

Real Property				
Chargor	Description of land	Known as	Tenure	Title number (if any)
Group Limited		Golden Square, London W1F 9HR	Universities Superannuation Scheme Limited and (2) The Third Space Group Limited	
Canada Square Food Limited	Leasehold property	Kiosk 3 (mall only) Canada Place, Canary Wharf, London E14	Sub-underlease dated 15 June 2019 between (1) Cabot Place (RT2) Limited (2) Canary Wharf Management Limited and (3) Canada Square Food Limited	N/A
Canada Square Food Limited	Leasehold property	Storage Area 10, Promenade Level, Building DS8, Canary Wharf, London E14	Sub-underlease dated 13 June 2019 between (1) Canada Place Limited and (2) Canada Square Food Limited	N/A
Canada Square Food Limited	Leasehold property	Storage Cage 3D, Parking Level 2 Building DS8, Cabot Place, Canary Wharf, London E14	Sub-underlease dated 8 July 2019 between (1) Cabot Place Limited and (2) Canada Square Food Limited	N/A
The Third Space Group Limited	Leasehold property	Unit 20, Boundary Business Court, Church Road, Mitcham CR4 3TD	Lease dated 19 November 2019 between (1) Legal & General Property Partners (Industrial Fund) Limited and Legal & General Property Partners (Industrial) Nominees Limited and (2) The Third Space Group Limited	Not registered yet
The Third Space Group Limited	Leasehold property	Unit 22, Boundary Business Court, Church Road, Mitcham CR4 3TD	Lease dated 19 November 2019 between (1) Legal & General Property	SGL809738

Real Property				
Chargor	Description of land	Known as	Tenure	Title number (if any)
			Partners (Industrial Fund) Limited and Legal & General Property Partners (Industrial) Nominees Limited and (2) Third Space Group Limited	
Third Space (Moorgate) Limited	Leasehold property	Part Ground Floor and parts of the Upper, Middle, and Lower Basement of 110-120 (even) Moorgate, and 16 South Place, London	Lease dated 16 December 2020 between (1) 120 Moorgate Luxembourg SARL (2) Third Space (Moorgate) Limited and (3) Third Space Holdings Limited	Not registered yet
Third Space (Mayfair) Limited	Leasehold property	Part ground and part lower ground floors, One Curzon Street, Mayfair, London W1J 5HD	Lease dated 1 June 2021 between (1) Mayfair Commercial Limited (2) Third Space (Mayfair) Limited and (3) Third Space Holdings Limited	Not registered yet
Third Space (Wood Wharf) Limited	Uncompleted property	Unit B3.3, 15 Water Street (Building B3) Canary Wharf London E14	Agreement for Lease dated 18 September 2018 between (1) CW Wood Wharf B3 Development Company Limited (2) Wood Wharf Infrastructure Development Company 1 Limited (3) CW Wood Wharf B3 T1 Limited and CW Wood Wharf B3 GP Limited (4) Third Space (Wood Wharf) Limited and	N/A

Real Property				
Chargor	Description of land	Known as	Tenure	Title number (if any)
			(5) Third Space Holdings Limited	

Part 2 - Subsidiary Shares

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Third Space Holdings Limited	Canada Square Health & Fitness Limited	A Ordinary shares	500	£734
Third Space Holdings Limited	Canada Square Health & Fitness Limited	B Ordinary shares	234	£734
Third Space Holdings Limited	Tower Bridge Health Clubs Limited	Ordinary shares	66,096,100	£660,961
Third Space Holdings Limited	Canada Square Food Limited	Ordinary shares	1	£1
Third Space Holdings Limited	The Third Space Group Limited	Ordinary shares	1	£0.03
The Third Space Group Limited	Quantum Leap Health & Fitness Limited	Ordinary shares	1	£1
Third Space Holdings Limited	Third Space (Islington) Limited	Ordinary shares	100	£100
Third Space Holdings Limited	Third Space (City) Limited	Ordinary shares	100	£100
Third Space Holdings Limited	Third Space (Wood Wharf) Limited	Ordinary shares	100	£100
The Third Space Group Limited	TTS Soho Limited	Ordinary shares	1	£1
The Third Space Group Limited	TTS Properties Limited	L Ordinary shares	1	£2
The Third Space Group Limited	TTS Properties Limited	S Ordinary shares	1	£2
Third Space Holdings Limited	Third Space (Mayfair) Limited	Ordinary shares	100	£100

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
Third Space Holdings Limited	Third Space (Moorgate) Limited	Ordinary shares	100	£100

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the first date specified on page 1, by **THIRD SPACE HOLDINGS LIMITED:**

 _____ Signature of Director

Colin Waggett _____ Name of Director

in the presence of  _____ Signature of witness

Kate Eveleigh _____ Name of witness

 _____ Address of witness

Housewife _____ Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

Executed as a deed, but not delivered until the first date specified on page 1, by **THIRD SPACE (MAYFAIR) LIMITED:**

 _____ Signature of Director

Colin Waggett _____ Name of Director

in the presence of  _____ Signature of witness

Kate Eveleigh _____ Name of witness

 _____ Address of witness

Housewife _____ Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

Executed as a deed, but not delivered until the first date specified on page 1, by **THIRD SPACE (MOORGATE) LIMITED:**

 Signature of Director

Colin Waggett Name of Director

in the presence of  Signature of witness

Kate Eveleigh Name of witness

 Address of witness

Housewife Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

Executed as a deed, but not delivered until the first date specified on page 1, by **THIRD SPACE (WOOD WHARF) LIMITED:**

 Signature of Director

Colin Waggett Name of Director

in the presence of  Signature of witness

Kate Eveleigh Name of witness

 Address of witness

Housewife Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

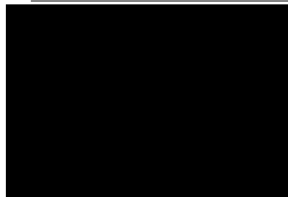
Executed as a deed, but not delivered until the first date specified on page 1, by **THIRD SPACE (ISLINGTON) LIMITED:**

 Signature of Director

Colin waggett Name of Director

in the presence of _____
 Signature of witness

Kate Eveleigh Name of witness

 Address of witness

Housewife Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

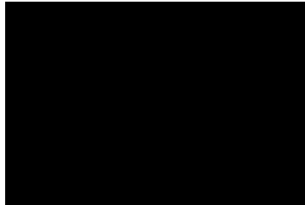
Executed as a deed, but not delivered until the first date specified on page 1, by **THE THIRD SPACE GROUP LIMITED:**

 Signature of Director

Colin waggett Name of Director

in the presence of _____
 Signature of witness

Kate Eveleigh Name of witness

 Address of witness

Housewife Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

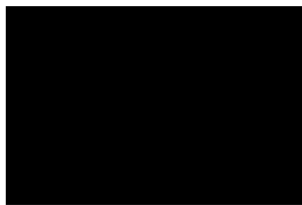
Executed as a deed, but not delivered until the first date specified on page 1, by CANADA SQUARE HEALTH & FITNESS LIMITED:



Colin Waggett
Signature of Director
Name of Director

in the presence of 

Kate Eveleigh
Signature of witness
Name of witness



Housewife
Address of witness
Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

Executed as a deed, but not delivered until the first date specified on page 1, by TOWER BRIDGE HEALTH CLUBS LIMITED:



Colin Waggett
Signature of Director
Name of Director

in the presence of 

Kate Eveleigh
Signature of witness
Name of witness



Housewife
Address of witness
Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

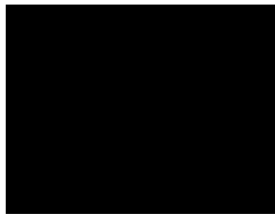
Executed as a deed, but not delivered until the first date specified on page 1, by **THIRD SPACE (CITY) LIMITED:**

 Signature of Director

Colin Waggett Name of Director

in the presence of  Signature of witness

Kate Eveleigh Name of witness

 Address of witness

Housewife Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah


Executed as a deed, but not delivered until the first date specified on page 1, by **CANADA SQUARE FOOD LIMITED:**

 Signature of Director

Colin Waggett Name of Director

in the presence of  Signature of witness

Kate Eveleigh Name of witness

 Address of witness

Housewife Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

Executed as a deed, but not delivered until the first date specified on page 1, by TTS SOHO LIMITED:


Colin Waggett Signature of Director
Name of Director

in the presence of _____

Kate Eveleigh Signature of witness
Name of witness



Housewife Address of witness
Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

Executed as a deed, but not delivered until the first date specified on page 1, by TTS PROPERTIES LIMITED:


Colin Waggett Signature of Director
Name of Director

in the presence of _____

Kate Eveleigh Signature of witness
Name of witness



Housewife Address of witness
Occupation of witness

Address: 16-19 Canada Square, London, E14 5ER

Telephone: 

Attention: Samir Shah

Executed as a deed, but not delivered until the first date specified on page 1, by **QUANTUM LEAP HEALTH & FITNESS LIMITED:**

Signature of Director

colin waggett Name of Director

in the presence of _____

Signature of witness

Kate Eveleigh _____ Name of witness

Address of witness

Housewife	Occupation of witness
-----------	-----------------------

Address: 16-19 Canada Square, London, E14 5ER

Telephone: [REDACTED]

Attention: Samir Shah

THE PARENT

Executed as a deed, but not delivered until the first date specified on page 1, by MARLIN MIDCO LIMITED:

Signature of Director

Stephen Victor Samuel Walker

Name of Director

in the presence of

Signature of witness

Rene Lemieux-Parker

Name of witness

Address of witness

Occupation of witness

Executive Assistant / Office Manager

Email:

Attention: Martin Edsinger

Copy to: Raphael Bihler
Dennis Ou
Stephen Walker
Coley Brenan
Mark Sparrow
Charlie Martin

THE SECURITY AGENT

Signed by Shirin Gandhi for and)
on behalf of GRM2786 Limited:)
)

Signature _____



Address: Berners House, 47-48 Berners
Street, London, W1T 3NF, with a copy to
Gordons Partnership LLP, 22 Great James St,
London WC1N 3ES

Email:



Attention: Shirin Gandhi