



**Registration of a Charge**

Company name: **SOUTHAMPTON STREET NOMINEE 2 LIMITED**

Company number: **09863405**



X51FBA5D

Received for Electronic Filing: **26/10/2016**

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**Details of Charge**

Date of creation: **14/10/2016**

Charge code: **0986 3405 0001**

Persons entitled: **DEUTSCHE PFANDBRIEFBANK AG AS SECURITY TRUSTEE**

Brief description: **FREEHOLD PROPERTY KNOWN AS MANFIELD HOUSE, 376-379 STRAND, 1 AND 2 EXETER STREET, 1 AND 2 SOUTHAMPTON STREET, LONDON - TITLE NO.: NGL408838.**

**Contains fixed charge(s).**

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

**Contains negative pledge.**

**Chargor acting as a bare trustee for the property.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **ASHURST LLP**



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

Company number: 9863405

Charge code: 0986 3405 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th October 2016 and created by SOUTHAMPTON STREET NOMINEE 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2016 .

Given at Companies House, Cardiff on 27th October 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

## Security Accession Deed

THIS SECURITY ACCESSION DEED is made on 14 October 2016

### BETWEEN:

- (1) RBC cees Trustee Limited ("**the Trustee**") acting in its capacity as trustee of the Southampton Street Unit Trust ("**The Unit Trust**"), a unit trust scheme established and constituted pursuant to Article 7(3) of the Trusts (Jersey) Law 1984 by the Unit Trust Instrument;
- (2) Southampton Street LP, a limited partnership registered in England and Wales under registration number LP17058, acting through its general partner, Manfield House GP LLP;
- (3) Southampton Street Nominee 1 Limited, a limited liability company duly incorporated under the laws of England and Wales with registered number 9863479; and
- (4) Southampton Street Nominee 2 Limited, a limited liability company duly incorporated under the laws of England and Wales with registered number 9863405,  
  
(together the "**New Chargors**");
- (5) Expansion Property Limited, a company incorporated in Mauritius with registered number 134337 C1/GBL (the "**Obligors' Agent**") for itself and as agent for and on behalf of each of the existing Chargors; and
- (6) Deutsche Pfandbriefbank AG as security trustee for itself and the other Secured Parties (the "**Security Agent**").

### RECITAL:

This deed is supplemental to a debenture dated on or around the date of this deed between, inter alia, the Chargors named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

### NOW THIS DEED WITNESSES as follows:

#### 1. INTERPRETATION

##### 1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

##### 1.2 Construction

Clause 1.2 (Construction) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

#### 2. ACCESSION OF NEW CHARGORS

##### 2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

##### 2.2 Covenant to Pay

Subject to any limits on its liability specifically recorded in the Finance Documents, each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Liabilities when they fall due for payment.

### 2.3 **Fixed Charges**

Each New Chargor, as security for the payment and discharge of the Secured Liabilities, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets (including as listed in the schedules), both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of first legal mortgage, all Property; and
- (b) by way of first fixed charge:
  - (i) all other rights and interests (not effectively charged under clause 2.3(a)) in the Property;
  - (ii) all Subsidiary Shares;
  - (iii) all Equipment;
  - (iv) all Blocked Accounts;
  - (v) all Intellectual Property;
  - (vi) its goodwill and uncalled capital;
  - (vii) to the extent not effectively assigned by clause 2.4 (Security Assignment):
    - (A) the Lease Documents;
    - (B) the Subordinated Debt Agreements;
    - (C) the Hedging Agreements;
    - (A) the Acquisition Documents;
    - (B) any document appointing a Managing Agent;
    - (C) any document appointing an Asset Manager;
    - (D) the other Assigned Agreements; and
    - (E) the Insurances.

### 2.4 **Security Assignment**

As further security for the payment and discharge of the Secured Liabilities, each New Chargor assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets (including as listed in the schedules) and, in each case, all Related Rights:

- (a) the Lease Documents;
- (b) the Subordinated Debt Agreements;
- (c) the Hedging Agreements;

- (b) the Acquisition Documents;
- (c) any document appointing a Managing Agent;
- (d) any document appointing an Asset Manager;
- (d) the other Assigned Agreements; and
- (e) the Insurances,

provided that on payment or discharge in full of the Secured Liabilities the Security Agent will at the request and cost of each New Chargor re-assign the relevant rights, title and interest in the assigned assets to the relevant New Chargor (or as the relevant New Chargor shall direct).

## 2.5 **Fixed Security**

Clause 2.3 (Fixed Charges) and clause 2.4 (Security Assignment) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

## 2.6 **Floating Charge**

As further security for the payment and discharge of the Secured Liabilities, each New Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) or assigned under clause 2.4 (Security Assignment) and, in each case, all Related Rights.

## 3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

## 4. **NOTICES**

Each New Chargor confirms that its address details for notices in relation to clause 36 (Notices) of the Facility Agreement are as follows:

### 4.1 **Southampton Street Unit Trust:**

Address: RBC cees Trustee Limited, 19-21 Broad Street, St Helier, Jersey

Fax No.: +44 1534 676333

Attention: Mike Evans or Tammy Forrest

### 4.2 **Southampton Street LP:**

Address: Expansion Property Limited, 2nd Floor, Block B, Medine Mews, Chaussee Street, Port-Louis, Mauritius

Fax No.: +230 2112205

Attention: Mr. Jason Barr

4.3 Southampton Street Nominee 1 Limited:

Address: Manfield House GP LLP, 22 Grenville Street, St Helier, Jersey JE4 8PX

Fax No.: +44 1534 676333

Attention: Christo Van Der Spuy

4.4 Southampton Street Nominee 2 Limited:

Address: Manfield House GP LLP, 22 Grenville Street, St Helier, Jersey JE4 8PX

Fax No.: +44 1534 676333

Attention: Christo Van Der Spuy

5. **TRUSTEE LIABILITY**

Notwithstanding any other provisions of this deed:

- (a) The Trustee is a party to this deed solely in its capacity as trustee of the Unit Trust;
- (b) the aggregate of all liabilities of the Trustee under this deed shall at all times and for all purposes extend only to the assets held by the Trustee in respect of the Unit Trust from time to time;
- (c) in no circumstances shall any liability attach to or be enforced or enforceable against the assets of the Trustee (held in its capacity as trustee of any other trust or in its personal capacity or in any other capacity whatsoever) other than the assets held by it as trustee in respect of the Unit Trust; and
- (d) all representations, warranties, undertakings, obligations and covenants made pursuant to this deed are made, given, owed or agreed by or in relation to the assets held by the Trustee in respect of the Unit Trust and in the Trustee's capacity as trustee of the Unit Trust and for the avoidance of doubt shall not be construed to be made, given, owed or agreed by or in relation to the Trustee in its capacity as trustee of any other trust or in their personal capacity or in any other capacity whatsoever.

6. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

**IN WITNESS** whereof this deed has been duly executed and delivered on the date first above written.

## **SCHEDULE 1**

### **Details of Freehold Property**

**a. RBC CEES Trustee Limited as managing trustee of Southampton Street Unit Trust**

None

**b. Southampton Street LP**

None

**c. Southampton Street Nominee 1 Limited**

Manfield House

376 to 379 Strand, 1 and 2 Exeter Street, 1 and 2 Southampton Street, London.

County/District: City of Westminster

Title number: NGL408838.

**d. Southampton Street Nominee 2 Limited**

Manfield House

376 to 379 Strand, 1 and 2 Exeter Street, 1 and 2 Southampton Street, London.

County/District: City of Westminster

Title number: NGL408838.



**SCHEDULE 2**  
**Subsidiary Shares**

**a. RBC CEES Trustee Limited as managing trustee of Southampton Street Unit Trust**

£10 partnership interest in Southampton Street LP

**b. Southampton Street LP**

5 Ordinary £1 shares in Southampton Street Nominee 1 Limited

5 Ordinary £1 shares in Southampton Street Nominee 2 Limited

**c. Southampton Street Nominee 1 Limited**

None

**d. Southampton Street Nominee 2 Limited**

None

### **SCHEDULE 3**

#### **Blocked Accounts**

- a. RBC CEES Trustee Limited as managing trustee of Southampton Street Unit Trust**

None

- b. Southampton Street LP**

None

- c. Southampton Street Nominee 1 Limited**

None

- d. Southampton Street Nominee 2 Limited**

None

#### **Ordinary Accounts**

- a. Southampton Street Unit Trust**

None

- b. Southampton Street LP**

None

- c. Southampton Street Nominee 1 Limited**

None

- d. Southampton Street Nominee 2 Limited**

None

## SCHEDULE 4

### Assigned Agreements and Hedging Agreements

**a. RBC CEES Trustee Limited as managing trustee of Southampton Street Unit Trust**

The Limited Partnership Deed dated 6 November 2015 made between (1) Ascot Real Estate Investments GP LLP, (2) RBC Cees Trustee Limited (as managing trustee of the Southampton Street Unit Trust) and (3) Aviva Investors Global Services Limited, as amended by the GP Deed of Transfer and Adherence and the GP Deed of Release and as restated by the GP Deed of Restatement dated on or around the date hereof and made between (1) Manfield House GP LLP and (2) RBC Cees Trustee Limited (as managing trustee of Southampton Street Unit Trust).

**b. Southampton Street LP**

Management Agreement dated on or around the date of this deed between Southampton Street LP, acting by its general partner Manfield House GP LLP, Southampton Street Nominee 1 Limited, Southampton Street Nominee 2 Limited and Jones Lang Lasalle Limited.

**c. Southampton Street Nominee 1 Limited**

Management Agreement dated on or around the date of this deed between Southampton Street LP, acting by its general partner Manfield House GP LLP, Southampton Street Nominee 1 Limited, Southampton Street Nominee 2 Limited and Jones Lang Lasalle Limited.

The following occupational leases:

Date	Parties	Demise
23 January 2012	(1) Aviva Life & Pensions UK Limited  (2) London Power Networks	Transformer Chamber forming part of Manfield House, 1 Southampton Street, London WC2R 0LR
27 March 2002	(1) Norwich Union Life & Pensions UK Limited  (2) Sommez Salar Sami and Somer Sami	Part Ground Floor and Basement Floors, Manfield House, 376 Strand, London
10 July 2012	(1) Aviva Life & Pensions UK Limited  (2) Eat Limited	Part of the Basement and Ground Floor Manfield House, 377-378 Strand, London
25 July 2014	(1) Aviva Life & Pensions UK Limited  (2) Brook Street (UK) Limited	First Floor, One Southampton Street, London

21 August 2014	(1) Aviva Life & Pensions UK Limited  (2) AMR International Limited	Second Floor, One Southampton Street, London
15 January 2016	(1) Southampton Street Nominee 1 Limited and Southampton Street Nominee 2 Limited  (2) Altium Capital Limited (currently known as GCA Altium Limited)	Third Floor, One Southampton Street, London
31 October 2014	(1) Aviva Life & Pensions UK Limited  (2) Erevena Limited	Fourth Floor, One Southampton Street, London
23 December 2013	(1) Aviva Life & Pensions UK Limited  (2) Trifords Limited (Guarantor: Markerstudy Limited)	Fifth Floor, One Southampton Street, London
6 October 2014	(1) Aviva Life & Pensions UK Limited  (2) Greensill Capital (UK) Limited	Sixth Floor, One Southampton Street, London
14 July 2014	(1) Aviva Life & Pensions UK Limited  (2) Elysian Capital LLP	Seventh Floor, One Southampton Street, London
25 April 2014	(1) Aviva Life & Pensions UK Limited  (2) Private Equity Recruitment Ltd	Eighth Floor, One Southampton Street, London

**d. Southampton Street Nominee 2 Limited**

Management Agreement dated on or around the date of this deed between Southampton Street LP, acting by its general partner Manfield House GP LLP, Southampton Street Nominee 1 Limited, Southampton Street Nominee 2 Limited and Jones Lang Lasalle Limited.

The following occupational leases:

<b>Date</b>	<b>Parties</b>	<b>Demise</b>
23 January 2012	(1) Aviva Life & Pensions UK Limited  (2) London Power Networks	Transformer Chamber forming part of Manfield House, 1 Southampton Street, London WC2R 0LR

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14 July 2014	(1) Aviva Life & Pensions UK Limited  (2) Elysian Capital LLP	Seventh Floor, One Southampton Street, London
25 April 2014	(1) Aviva Life & Pensions UK Limited  (2) Private Equity Recruitment Ltd	Eighth Floor, One Southampton Street, London

**SCHEDULE 5**

**Insurance Policies**

**None**

**a. RBC CEES Trustee Limited as managing trustee of Southampton Street Unit Trust**

Property Owners Insurance Policy with reference QPU00102662

**b. Southampton Street LP**

Property Owners Insurance Policy with reference QPU00102662

**c. Southampton Street Nominee 1 Limited**

Property Owners Insurance Policy with reference QPU00102662

**d. Southampton Street Nominee 2 Limited**

Property Owners Insurance Policy with reference QPU00102662

**SCHEDULE 6**

**Intellectual Property**

**None**

- a. RBC CEES Trustee Limited as managing trustee of Southampton Street Unit Trust**

None

- b. Southampton Street LP**

None

- c. Southampton Street Nominee 1 Limited**

None

- d. Southampton Street Nominee 2 Limited**

None

**SIGNATURE PAGES TO SECURITY ACCESSION DEED**

**OBLIGORS' AGENT**

Signed:

.....  
Director of **EXPANSION PROPERTY LIMITED**

Duly Authorised



**NEW CHARGORS**

Executed as a deed by )  
RBC ees Trustee Limited acting in its capacity as )  
trustee of the Southampton Street Unit Trust acting )  
by an authorised signatory

Signed by,

**EXPANSION PROPERTY LIMITED** )  
in its capacity as designated partner of )  
**MANFIELD HOUSE GP LLP** acting in its )  
capacity as General Partner of )  
**SOUTHAMPTON STREET LP** )

Executed as a deed by )  
SOUTHAMPTON STREET NOMINEE 1 LIMITED acting )  
by a director in the presence of a witness: )

Signature of director .....

Signature of witness .....

Name of witness .....

Address of witness .....

**PHETOLE IVAN MODIKA**

**NOTARY PUBLIC**

**165 WEST STREET**

**SANDTON**

**RSA**

Occupation of witness .....

Executed as a deed by )  
SOUTHAMPTON STREET NOMINEE 2 LIMITED acting )  
by a director in the presence of a witness: )

Signature of director .....

Signature of witness .....

Name of witness

Address of witness

.....  
PHETOLE IVAN MODIKA  
NOTARY PUBLIC  
165 WEST STREET  
SANDTON  
RSA  
.....  
.....

Occupation of witness .....

SECURITY AGENT

DEUTSCHE PFANDBRIEFBANK AG

Signed by:

Authorised Signatory

Signed by:

Authorised Signatory