

MR01

Particulars of a charge

08324/13

IRIS Laserform

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

For further information, please
refer to our guidance

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 the form is 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



LD3

L2Z03ZZT
06/01/2014 #32
COMPANIES HOUSE

MONDAY

1 Company details

Company number 08316559

Company name in full Mailbox (Car Park) Ltd

For official use

→ **Filling 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 2012 01 02

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 Pramerica Real Estate Capital A S.à r.l

Name

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

The premises known as the car park areas of levels 1, 2 and 3 of The Mailbox, Birmingham comprised in a lease dated 20 December 2013 and made between (1) Mailbox (Birmingham) Limited and (2) Mailbox (Car Park) Ltd granted out of title number WM675784.

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X Taylor Wessing Ltd

X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name CMM

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8316559

Charge code. 0831 6559 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2013 and created by MAILBOX (CAR PARK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2014.

Given at Companies House, Cardiff on 9th January 2014



Companies House



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

DATED

20 December

2013

(1) THE NEW CHARGOR

(2) THE CHARGOR

and

(2) PRAMERICA REAL ESTATE CAPITAL A S.À R.L.
(as Security Trustee)

DEED OF ACCESSION

Execution version

Certified to be a true copy
of the original

..Taylor Wessing LLP.....
Taylor Wessing LLP

5 New Street Square | London EC4A 3TW
Tel +44 (0)20 7300 7000
Fax +44 (0)20 7300 7100
DX 41 London
www.taylorwessing.com

TaylorWessing

THIS DEED OF ACCESSION is made on

20 December

2013

BETWEEN

- (1) **MAILBOX (CAR PARK) LTD** (the "**New Chargor**") a limited company incorporated in England and Wales with company number 08316559 and whose registered office is at Level 1, 89 Wardour Street, London, United Kingdom W1F 0UB,
- (2) **MAILBOX (BIRMINGHAM) LIMITED** (the "**Chargor**") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below, and
- (3) **PRAMERICA REAL ESTATE CAPITAL A S.À R.L.** as the Security Trustee

WHEREAS

- (A) The New Chargor is, or will on the date of this Deed of Accession become, a wholly owned Subsidiary of the Chargor
- (B) The Chargor has entered into a deed dated 26 September 2011 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Debenture**") between the Chargor, each of the companies named in the Debenture as Chargors, and Pramerica Real Estate Capital A S.À r l as agent and trustee for the Secured Finance Parties
- (C) The New Chargor at the request of the Chargor and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Chargor or any other member of its group and after giving due consideration to the terms and conditions of the Secured Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture

IT IS AGREED as follows

- 1 Definitions and Interpretation
 - 1 1 Terms defined in the Debenture shall have the same meaning in this Deed
 - 1 2 The principles of interpretation set out in clause 1 3 of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture
- 2 Accession

The New Chargor agrees

 - 2 1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if the New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession), and
 - 2 2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor
- 3 Security

The New Chargor mortgages, charges and assigns to the Security Trustee, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of clause 3 of the Debenture, provided that

- 3 1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 1 (Details of Land),
- 3 2 the Shares mortgaged or (if or to the extent that the mortgage does not take effect as a mortgage) charged shall include the Shares referred to in Schedule 2 (Details of Shares),
- 3 3 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the insurances referred to in Schedule 3 (Details of Material Insurances),
- 3 4 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 4 (Details of Intellectual Property), and
- 3 5 the Specific Contracts assigned or (to the extent not assigned or effectively assigned) charged shall include the Specific Contracts referred to in Schedule 5 (Details of Specific Contracts)

4 Effect on Debenture

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "**this Deed**", "**herein**", and similar phrases shall be deemed to include this Deed of Accession

5 Governing Law

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

EXECUTED AS A DEED AND DELIVERED on the date set out at the beginning of this Deed

SCHEDULE 1

Details of Land

The premises known as the car park areas of levels 1, 2 and 3 of The Mailbox, Birmingham comprised in a lease dated *20 December* 2013 and made between (1) Mailbox (Birmingham) Limited and (2) Mailbox (Car Park) Ltd granted out of title number WM675784

SCHEDULE 2

Details of Shares

Name of Company	Shares	No. of Shares	Nominal Value	Registered Holder
Mailbox (Car Park) Ltd	Ordinary	1	£1 00	Mailbox (Birmingham) Limited

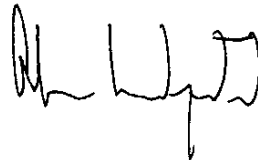
SIGNATURE PAGE TO DEED OF ACCESSION

The New Chargor

EXECUTED as a Deed
by **MAILBOX (CAR PARK) LTD**
acting by two Directors or a Director
and its Secretary

)
)
)
)

Director



Director/Secretary



The Chargor

EXECUTED (but not delivered
until the date hereof) **AS A DEED**
by **MAILBOX (BIRMINGHAM) LIMITED**
acting by

)
)
)
)

Director

Director/Secretary

The Security Trustee

SIGNED for and on behalf of
PRAMERICA REAL ESTATE CAPITAL
A S.À R.L.

)
)
)