



Registration of a Charge

Company name: **MAILBOX (CAR PARK) LTD**

Company number: **08316559**



X75QCK54

Received for Electronic Filing: **11/05/2018**

Details of Charge

Date of creation: **03/05/2018**

Charge code: **0831 6559 0004**

Persons entitled: **WILMINGTON TRUST SP SERVICES (FRANKFURT) GMBH**

Brief description: **THE REAL PROPERTY AS DEFINED IN THE CHARGE INCLUDING CAR PARK AREAS AT LEVELS 1, 2 AND 3, THE MAILBOX, WHARFSIDE, BIRMINGHAM (B1 1RG), REGISTERED WITH TITLE NUMBER MM31419. FOR MORE DETAILS PLEASE REFER TO THE CHARGE.**

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: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8316559

Charge code: 0831 6559 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd May 2018 and created by MAILBOX (CAR PARK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2018 .

Given at Companies House, Cardiff on 11th May 2018

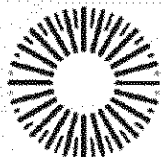
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



HERBERT
SMITH
FREEHILLS

EXECUTION VERSION

3 May 2018

**THE PERSONS LISTED IN SCHEDULE 1
TO THIS SECURITY AGREEMENT**

as chargors

and

WILMINGTON TRUST SP SERVICES (FRANKFURT) GMBH

as security agent

SUPPLEMENTAL SECURITY AGREEMENT

Herbert Smith Freehills LLP

TABLE OF CONTENTS

Clause	Headings	Page
1.	DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS	1
2.	SECURITY	2
3.	FLOATING CHARGE	3
4.	RANKING	4
5.	NEGATIVE PLEDGE.....	4
6.	INCORPORATION	4
7.	CONTINUATION	5
8.	COUNTERPARTS.....	5
9.	LAW	5
10.	ENFORCEMENT.....	5
	SCHEDULE 1 CHARGORS.....	6

THIS DEED is made on 3 May

2018

BETWEEN:

- (1) THE PERSONS LISTED IN SCHEDULE 1 TO THIS SECURITY AGREEMENT (each a "Chargor" and together the "Chargors"); and
- (2) WILMINGTON TRUST SP SERVICES (FRANKFURT) GMBH as security trustee for each of the Secured Parties (the "Security Agent").

BACKGROUND

- (A) Pursuant to the security agreement dated 24 March 2017 between, among others, the Chargors and the Security Agent (the "Original Security Agreement"), each Chargor created security over all of its assets as security for, amongst other things, its present and future obligations and liabilities under the Finance Documents.
- (B) The Facility Agreement (as defined below) is to be amended and restated by a supplemental agreement dated on or around the date of this Deed between, among others, the Chargors and the Security Agent (the "Supplemental Agreement").
- (C) The Chargors consider that the Security created by the Chargors under the Original Security Agreement secures payment of the Secured Liabilities (as defined below), but enters into this Deed in case it does not.
- (D) This Deed is supplemental to the Original Security Agreement.

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

- 1.1.1 Terms defined in the Facility Agreement or the Original Security Agreement (as the case may be) shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following term shall have the following meaning:

"Facility Agreement" means the facility agreement between, among others, (1) Mailbox (Birmingham) Limited as the Borrower; (2) Situs Asset Management Limited as the Agent; (3) Deutsche Bank AG, London Branch as Arranger; (4) the Security Agent and (5) Deutsche Bank AG, London Branch as the original lender dated 23 March 2017 as amended and restated by the Supplemental Agreement.

- 1.1.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Deed.

1.2 Construction and Third Party Rights

- 1.2.1 The provisions of clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Deed as if they were set out in this Deed.
- 1.2.2 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

1.3 Implied Covenants for Title

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.6 Security Trust Provisions

The Security Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with clause 28 (*Role of the Agent, the Security Agent, the Arranger, the Servicer and the Reference Banks*) of the Facility Agreement. For all purposes of this Deed, the Security Agent shall have the full benefit of the provisions of clauses 14.4 (*Indemnity to Security Agent*), 16 (*Costs and expenses*) and 28 (*Role of the Agent, the Security Agent, the Arranger, the Servicer and the Reference Banks*) of the Facility Agreement.

1.7 Guernsey Situs Assets

For the avoidance of doubt and notwithstanding any provisions to the contrary, the parties agree that this Deed is not intended to and shall not create Security over any Guernsey situs assets of the Chargers.

1.8 Clawback

If the Security 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.

2. SECURITY

2.1 Creation of Fixed Security

2.1.1 Each Chorgor charges to the Security Agent by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in that Chorgor at the date of this Deed shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in any and each of the following:

- (A) the Real Property;
- (B) all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) and all Related Property Rights;
- (C) (to the extent that the same are not the subject of a fixed charge under Clause (D)) all Debts;
- (D) all Account Proceeds;
- (E) all of its Investments;
- (F) the Shares;
- (G) all of its Intellectual Property Rights;
- (H) all goodwill and uncalled capital;
- (I) each Development Document

- (J) any building contract, consultant appointment and collateral warranty in respect of the development of any Real Property;
- (K) all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property; and
- (L) (to the extent not effectively assigned under Clause 2.2 (Assignments)), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 2.2 (Assignments).

2.1.2 All the Security created under this Deed is created in case the Security created by the Original Security Agreement does not secure all of the Secured Liabilities.

2.2 Assignments

Each Chargor assigns to the Security Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in:

- 2.2.1 the Insurance Policies and the Insurance Proceeds;
- 2.2.2 all Rental Income;
- 2.2.3 any guarantee of Rental Income contained in or relating to any Lease Document;
- 2.2.4 any Hedging Arrangements; and
- 2.2.5 each Transaction Document (other than the Finance Documents, Development Documents and any Duty of Care Agreement),

and all Related Property Rights in respect of the above.

2.3 Preservation of Fixed Charge

Without prejudice to Clause 2.1.1(C) (*Creation of Fixed Security*) and Clause 2.2 (Assignments), if, pursuant to clause 17 (*Bank Accounts*) of the Facility Agreement, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 2.1.1(D) (*Creation of Fixed Security*) and 2.2 (Assignments), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Chargor and the proceeds of those debts.

3. FLOATING CHARGE

3.1 Creation of Floating Charge

- 3.1.1 Each Chargor charges to the Security Agent by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 2.1 (*Creation of Fixed Security*) or 2.2 (Assignments).
- 3.1.2 Each floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.2 Automatic Crystallisation of Floating Charge

Notwithstanding anything express or implied in this Deed, and without prejudice to any law which may have similar effect, if:

- 3.2.1 any Chargor creates or attempts to create any Security over all or any of the Charged Assets save as expressly permitted under the Facility Agreement; or
- 3.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets; or
- 3.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor; or
- 3.2.4 an Administrator is appointed or any step intended to result in such appointment is taken,

then each floating charge created by Clause 3.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to each floating charge.

3.3 Crystallisation on Notice of Floating Charge

Notwithstanding anything express or implied in this Deed, the Security Agent may at any time:

- 3.3.1 following the occurrence of an Event of Default which is continuing; or
- 3.3.2 if the Security Agent considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy or the Security Agent reasonably believes that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding up of any Chargor,

by giving notice in writing to that effect to any Chargor convert one or more floating charges created by Clause 3.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

4. RANKING

- 4.1 Where this Deed purports to create a first fixed Security, that Security will be a second ranking Security, ranking subject to the equivalent Security created by the Original Security Agreement until such time as the Security created by the Original Security Agreement ceases to have effect, at which time the Security purported to be created by this Deed shall be a first ranking security.

- 4.2 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 expressed to be assigned again under this Deed, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.

5. NEGATIVE PLEDGE

Each Chargor undertakes to the Security Agent with respect to the Charged Assets it shall not, without the prior consent in writing of the Security Agent, create or permit to subsist any Security on, over or affecting the Charged Assets or any part of them.

6. INCORPORATION

The provisions of clause 2 (*Covenants to pay*) and clauses 5 (*Further Assurance*) to 22 (*Miscellaneous*) (inclusive) of the Original Security Agreement apply to this Deed as though

they were set out in full in this Deed except that references to "this Deed" in the Original Security Agreement are to be construed as references to "this Deed".

7. CONTINUATION

- 7.1 Except insofar as supplemented hereby, the Original Security Agreement will remain in full force and effect.
- 7.2 Each Chargor agrees that the execution of this Deed shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Security Agreement.
- 7.3 References in the Original Security Agreement to "Deed" and expressions of similar import shall be deemed to be references to the Original Security Agreement as amended and supplemented by this Deed.
- 7.4 This Deed is designated a Finance Document.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

9. LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

10. ENFORCEMENT

- 10.1 The courts of England have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual dispute or claim) (a "Dispute").
- 10.2 Subject to Clause 10.3 below, the parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Chargor will:
- 10.2.1 argue to the contrary; or
- 10.2.2 initiate or pursue any proceedings relating to a Dispute in any jurisdiction other than England.
- 10.3 This Clause 10 is for the benefit of each of the Finance Parties only. As a result, a Finance Party shall not be prevented from initiating or pursuing proceedings relating to a Dispute in any other courts with jurisdiction nor from contending that such courts are appropriate and convenient. To the extent allowed by law, a Finance Party may initiate or pursue:
- 10.3.1 proceedings in any other court; and
- 10.3.2 concurrent proceedings in any number of jurisdictions,
- irrespective of whether proceedings have already been initiated by any party in England.

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

SCHEDULE 1**CHARGORS**

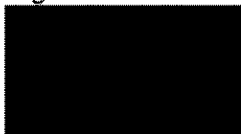
Name	Country of Incorporation/formation	Registered number
Mailbox (Birmingham) Limited	Guernsey	53266
Mailbox (Car Park) Ltd	England and Wales	08316559
Arch (Holdco) Ltd	England and Wales	07584416

THE CHARGORS

SIGNED as a DEED on behalf of)
MAILBOX (BIRMINGHAM) LIMITED)
(a company incorporated)
in Guernsey) Chris McErlane)
by Director)

being a person who, in accordance)
with the laws of that territory, is)
acting under the authority of that)
company)
in the presence of:

Signature of witness

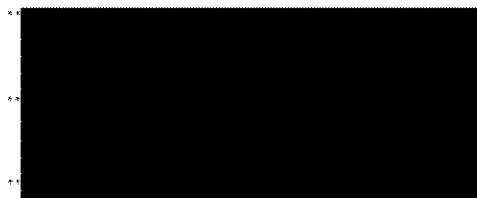


Name of witness

(in BLOCK CAPITALS)

LISA DADD

Address of witness



Authorised Signatory: .



EXECUTED AS A DEED by)
MAILBOX (CAR PARK) LTD)
acting by Michael Marks)
in the presence of:)

[Redacted]

Director

Signature of witness

[Redacted]

Name of witness
(in BLOCK CAPITALS)

ANA-MARIA FLORINA CAPRARI

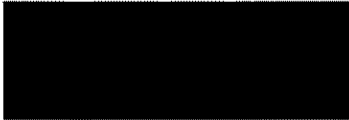
Address of witness

[Redacted]

EXECUTED AS A DEED by
ARCH (HOLDCO) LTD
acting by Michael Marks
in the presence of:


Director

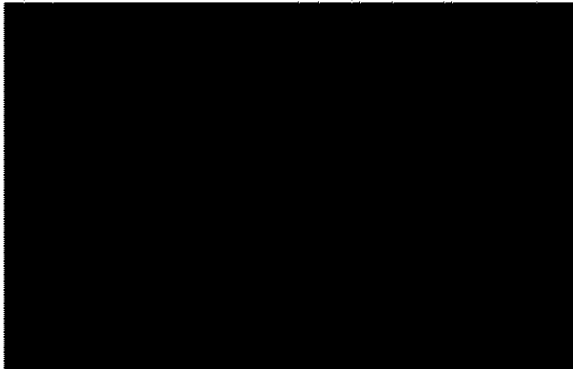
Signature of witness



Name of witness
(in BLOCK CAPITALS)

ANA - MARIA FLORINA CAPRARI

Address of witness



THE SECURITY AGENT

SIGNED by

.....
for and on behalf of WILMINGTON
TRUST SP SERVICES (FRANKFURT)
GMBH

[illegible]

自是而後，乃知爲人，必以忠孝爲本，而後能立於世。故凡我同志，宜各勉旃，庶幾共濟艱難，而垂不朽也。

• • • • •

總之，新民主主義革命是中國革命的第一階段，為社會主義革命準備條件。新民主主義革命與社會主義革命的區別在於：新民主主義革命是資產階級民主主義的，而社會主義革命是社會主義的。新民主主義革命與社會主義革命的聯繫在於：新民主主義革命是社會主義革命的必要準備，而社會主義革命是新民主主義革命的必然發展。新民主主義革命與社會主義革命的統一在於：新民主主義革命與社會主義革命是中國革命的兩個階段，是中國革命的總路線的兩個方面，是不可分割的整體。

[illegible]

圖 1 為本研究所採集之 10 種水質樣品之位置圖。

[illegible]

◎ 中国古典名著百部珍藏版 ◎

上海音乐学院图书馆藏

1. Identifying the problem

James M. Smith

Elke Roßmeier Oliver Wirth