



**Registration of a Charge**

Company name: **UK MAIL LIMITED**

Company number: **00965783**

Received for Electronic Filing: **03/04/2014**



X351KLCY

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**Details of Charge**

Date of creation: **31/03/2014**

Charge code: **0096 5783 0008**

Persons entitled: **SECRETARY OF STATE FOR TRANSPORT**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS THE LAND AT WOLESLEY DRIVE REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER WM642920**

**Notification of addition to or amendment of charge.**

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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: **PATRICK DAVIS**



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

Company number: 965783

Charge code: 0096 5783 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2014 and created by UK MAIL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd April 2014 .

Given at Companies House, Cardiff on 3rd April 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



EVERSHEDS

Dated

31 March

2014

- (1) UK Mail Limited
- (2) Secretary of State for Transport

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Legal charge

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relating to property known as land at Wolesley Drive

**Eversheds LLP**  
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Birmingham  
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## PARTICULARS

Date

31 March 2014

**UK Mail**

UK MAIL LIMITED (registered number 00965783)  
whose registered office is at 120 Buckingham  
Avenue, Slough, Berkshire SL1 4LZ

**Secretary of State**

SECRETARY OF STATE FOR TRANSPORT Great  
Minster House, 33 Horseferry Road, London SW1P  
4DR

**Agreement**

An agreement dated 5<sup>th</sup> December 2013 made  
between (1) UK Mail and (2) the Secretary of State  
together with any deeds and documents now or at  
any time after the date of this Legal Charge varying  
or supplemental or ancillary to that agreement.

**Property**

The freehold property known as land at Wolessley  
Drive registered under the Title Number

**Title Number**

WM642920.

**THIS LEGAL CHARGE** is made on the date set out in the Particulars

**BETWEEN**

- (1) UK Mail; and
- (2) the Secretary of State.

**OPERATIVE PROVISIONS**

**1. INTERPRETATION**

**1.1 Defined terms**

In this Legal Charge, the following words and expressions have the following meanings:

<b>"1925 Act"</b>	Law of Property Act 1925
<b>"Charged Property"</b>	the Property, debts, rights and undertaking charged to the Secretary of State by UK Mail by this Legal Charge and includes, where applicable, any property charged by any other security given to the Secretary of State by the UK Mail
<b>"Event of Default"</b>	any of the events of default set out in <b>clause 5.1</b>
<b>"Expenses"</b>	<p>all proper fees, discounts, commissions and other banking charges, legal and professional fees and unpaid interest and all other expenses and costs, on a full indemnity basis, together with Value Added Tax, incurred in connection with:</p> <ul style="list-style-type: none"><li>(a) the Charged Property;</li><li>(b) the preparation, negotiation and creation of this Legal Charge;</li><li>(c) taking, perfecting, enforcing or exercising any power under this Legal Charge; or</li><li>(d) any breach of any provision of and the protection, realisation or enforcement</li></ul>

of this Legal Charge

<b>"Insolvency Act"</b>	Insolvency Act 1986
<b>"Interest"</b>	Interest calculated and compounded in accordance with the Agreement both before and after judgment
<b>"Letting"</b>	<p>any lease of the whole or any part of the Property and includes:</p> <ul style="list-style-type: none"><li>(a) any underlease, sublease, tenancy or licence and any agreement for a lease, underlease, sublease, tenancy or licence; and</li><li>(b) any agreement for the sharing of occupation of the Property.</li></ul>
<b>"Receiver"</b>	any receiver or manager appointed by the Secretary of State under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver
<b>"Relocation Date"</b>	Means the "Relocation Date" as defined in the Agreement
<b>"Secured Amounts"</b>	<p>all monies, obligations, liabilities whatsoever for principal interest or otherwise which may now or at any time in the future be due, owing or incurred by UK Mail to the Secretary of State:</p> <ul style="list-style-type: none"><li>(a) whether:<ul style="list-style-type: none"><li>(i) under the Agreement or any other agreement or arrangement between the UK Mail and the Secretary of State;</li><li>(ii) present or future, actual or contingent;</li><li>(iii) alone or jointly or severally with others;</li></ul></li></ul>



(iv) as principal, surety or guarantor; and

(b) in whatever name or style; and

(c) together with all Expenses and Interest

**"Security"**

any legal charge, debenture, mortgage, pledge, hypothecation, lien, assignment or other form of security or trust arrangement granting any legal or equitable charge over the Charged Property, whether fixed or floating, or conferring priority of payment

**"Security Period"**

means the period beginning on the date of this Legal Charge and ending on the Relocation Date

**"Warranties"**

the warranties given by the UK Mail to the Secretary of State in **clause 8**

**1.2 Construction**

In this Legal Charge:

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and

1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;

1.2.4 references to the Secretary of State and the UK Mail include their respective successors in title to this Legal Charge and, in the case of individuals, their personal representatives.

- 1.2.5 references to the Property and the Charged Property include any part of them;
- 1.2.6 references to this Legal Charge include any deeds and documents varying or supplemental or ancillary to this Legal Charge or entered into pursuant to the terms of this Legal Charge;
- 1.2.7 references to the powers of the Secretary of State or the Receiver are references to the respective powers, discretions and rights given to the Secretary of State or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Secretary of State or the Receiver;
- 1.2.8 "including" means "including, without limitation";
- 1.2.9 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Secretary of State or any Receiver and all costs, damages, expenses, liabilities and losses incurred by the Secretary of State or any Receiver;
- 1.2.10 where two or more persons form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and
- 1.2.11 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

### **1.3 Particulars**

The Particulars form part of this Legal Charge and words and expressions set out in the Particulars are to be treated as defined terms in this Legal Charge.

### **1.4 Effect of this Legal Charge**

This Legal Charge is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Secretary of State may now or at any time after the date of this Legal Charge hold for or in respect of the Secured Amounts.

### **1.5 Contracts (Rights of Third Parties) Act 1999**

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **2. CHARGE**

### **2.1 Covenant to pay**

UK Mail covenants with the Secretary of State to pay the Secured Amounts to the Secretary of State together with Interest to and including the date of discharge immediately on demand.

### **2.2 Charges**

UK Mail with full title guarantee charges to the Secretary of State the Property by way of first legal mortgage

### **2.3 Continuing security**

This Legal Charge is made for securing the payment and discharge of Secured Amounts. It is a continuing security and will not be discharged by any payment on account of the whole or any part of the Secured Amounts. This Legal Charge shall remain in full force and effect as a continuing security for the duration of the Security Period.

### **2.4 Release**

Upon the expiry of the Security Period, the Secretary of State will at the request and cost of UK Mail release the Charged Property from this Legal Charge.

### **2.5 Land Registry restriction**

UK Mail is to apply to the Land Registrar on Land Registry form RX1 to enter a restriction on the register of the Title Number in the following Land Registry standard form:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date of this Legal Charge*] in favour of The Secretary of State for Transport referred to in the charges register."

## **3. COVENANTS**

### **3.1 Restriction on further security**

UK Mail is not to create or permit any further Security to be created in or over the Charged Property without the prior written consent of the Secretary of State.

### **3.2 Disposals of the Property**

UK Mail is not to sell or otherwise dispose of the Property or any legal or equitable interest in the Property without the consent of the Secretary of State.

### **3.3 Restrictions on leasing**

UK Mail is not to create any Letting without the prior written consent of the Secretary of State. In relation to any Letting existing on or created on or after the date of this Legal Charge, UK Mail is:

- 3.3.1 not to vary the terms of the Letting;
- 3.3.2 not to agree any reduction in the rent payable under the Letting;
- 3.3.3 not to capitalise the rent payable under the Letting or accept the payment of it more than one quarter in advance;
- 3.3.4 not to grant any licence, consent or give any approval under the Letting without the prior written consent of the Secretary of State;
- 3.3.5 to review the rent under the Letting in accordance with any rent review provisions contained within it and not agree the level of the reviewed rent without the prior written consent of the Secretary of State;
- 3.3.6 not to exercise any right of re-entry or accept the surrender of the whole or any part of the premises comprised in the Letting without the prior written consent of the Secretary of State.

### **3.4 Insurance of the Property**

UK Mail is to insure the buildings and fixed plant, machinery and fixtures forming part of the Property in the joint names of the Secretary of State and the UK Mail:

- 3.4.1 against loss or damage by fire and such other risks as the Secretary of State may require;
- 3.4.2 in their full reinstatement cost, including the costs of demolition, site clearance and professional costs and expenses and irrecoverable VAT taking into account cover for the effects of inflation and escalation of costs;
- 3.4.3 together with, where applicable, insurance for not less than three years loss of rental income under any Lettings taking into account cover for the effect of rent reviews; and
- 3.4.4 through an insurance office or underwriters approved by the Secretary of State.

### **3.5 Additional insurance obligations**

UK Mail is to:

- 3.5.1 pay all insurance premiums as soon as they become due;

- 3.5.2 provide the Secretary of State on request with a copy of the insurance policies effected by UK Mail together with evidence for the payment of the last premiums for those policies;
- 3.5.3 hold all monies received by virtue of any insurance policies on trust for the Secretary of State and apply them in making good the loss of or damage to the Property or, if the Secretary of State so directs, in or towards discharging the Secured Amounts; and
- 3.5.4 pay to the Secretary of State on demand the costs of any insurance effected by the Secretary of State to remedy any default by UK Mail in insuring under **clause 3.4**.

### **3.6 Repair and condition of the Property**

UK Mail is to keep all buildings and fixed plant, machinery and fixtures forming part of the Property in a good and substantial state of repair and condition.

### **3.7 Alterations**

UK Mail is not without the prior written consent of the Secretary of State:

- 3.7.1 to demolish or permit any buildings or other structures on the Property to be demolished;
- 3.7.2 to carry out any development on the Property within the meaning of section 55 Town and Country Planning Act 1990;
- 3.7.3 to carry out or permit any other alterations to be carried out to the Property.

### **3.8 Rights of access**

UK Mail is to permit the Secretary of State and any Receiver to enter and remain on the Property with or without workmen, plant and materials to carry out any inspection, survey or valuation of the Property, to ascertain whether any breach of the covenants in this **clause 3** has occurred and to remedy, at the UK Mail's cost, any breach of these covenants which has occurred.

### **3.9 Statutory requirements**

UK Mail is to comply with all statutory and other requirements affecting the Property.

### **3.10 Covenants and conditions**

UK Mail is to comply with all covenants, encumbrances and conditions which affect the Charged Property or title to the Property.

### **3.11 Taxes and outgoings**

UK Mail is punctually to pay and indemnify the Secretary of State and any Receiver against all existing and future rents, taxes, rates, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever, whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character, which now or at any time during the continuance of this Legal Charge are properly payable in respect of the Charged Property or by the owner or occupier of the Property.

### **3.12 Expenses**

UK Mail is to pay all Expenses due to the Secretary of State on demand. If UK Mail does not do so, the Expenses will bear Interest from and including the date of demand to and including the date of actual payment.

## **4. VARIATION OF STATUTORY POWERS**

### **4.1 Consolidation of mortgages**

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

### **4.2 Power of leasing**

The restriction on the powers of the Secretary of State or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge.

### **4.3 Power of sale**

For the purposes only of section 101 of the 1925 Act, the Secured Amounts become due and the statutory power of sale and other powers of enforcement arise immediately following an Event of Default.

### **4.4 Exercise of power of sale**

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable immediately following an Event of Default.

### **4.5 Protection for buyers**

A buyer from, tenant or other person dealing with the Secretary of State or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable.

#### 4.6 **Secretary of State's powers**

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Secretary of State in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge.

### 5. **EVENTS OF DEFAULT**

5.1 This Legal Charge will become immediately enforceable and the powers of the Secretary of State and the Receiver exercisable in any of the following events:

- 5.1.1 UK Mail does not pay the Secured Amounts when they fall due;
- 5.1.2 UK Mail does not comply with its obligations in this Legal Charge;
- 5.1.3 there is any breach by the UK Mail of the Warranties or the covenants set out in **clause 3**;
- 5.1.4 an order is made for the compulsory purchase of the whole or any part of the Property (other than on behalf of the Secretary of State);
- 5.1.5 an event of default occurs under the Agreement;
- 5.1.6 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;
- 5.1.7 an administrator is appointed over the UK Mail or any person makes an application to court for such an appointment, gives notice of its intention to appoint an administrator or files notice of such an appointment at court;
- 5.1.8 a petition is presented in any Court for or a meeting is convened for the purpose of considering a resolution for the winding up of UK Mail or a resolution is passed or an order made for the winding up of UK Mail;
- 5.1.9 a voluntary arrangement is made in respect of UK Mail under Part I of the Insolvency Act; or
- 5.1.10 UK Mail asks the Secretary of State to appoint a Receiver in respect of the Charged Property.
- 5.1.11 UK Mail is in breach of its obligations in clause 3.3.8 of the Agreement

## **6. APPOINTMENT OF RECEIVERS**

### **6.1 Appointment of receivers**

At any time after the Secretary of State's power of sale has become exercisable, the Secretary of State may appoint one or more than one Receiver in respect of the Charged Property.

### **6.2 Removal of restrictions on appointment**

None of the restrictions imposed by the 1925 Act in relation to the appointment of receivers or to the giving of notice or otherwise will apply.

### **6.3 Joint and several powers**

If more than one Receiver is appointed the Receiver may act jointly and severally or individually.

### **6.4 Additional or alternative receivers**

The Secretary of State may remove the Receiver and appoint another Receiver and the Secretary of State may also appoint an alternative or additional Receiver.

### **6.5 Agent of the UK Mail**

The Receiver will, so far as the law permits, be the agent of the UK Mail.

### **6.6 UK Mail's liability**

UK Mail alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver.

### **6.7 Liability for default**

The Secretary of State will not be responsible for any misconduct, negligence or default of the Receiver.

### **6.8 Continuation of powers following liquidation or bankruptcy**

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of UK Mail.

### **6.9 Receiver's remuneration**

The remuneration of the Receiver may be fixed by the Secretary of State but will be payable by UK Mail. The amount of the remuneration will form part of the Secured Amounts.



## **6.10 General powers of a Receiver**

A Receiver will have the power on behalf and at the cost of UK Mail:

- 6.10.1 to do or omit to do anything which UK Mail could do or omit to do in relation to the Property; and
- 6.10.2 to exercise all or any of the powers conferred on the Receiver or the Secretary of State under this Legal Charge or conferred upon receivers by the Insolvency Act, the 1925 Act or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision).

## **6.11 Specific powers of a Receiver**

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

- 6.11.1 to take possession of and generally manage the Charged Property;
- 6.11.2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;
- 6.11.3 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- 6.11.4 to sell, charge, grant or accept surrenders of leases, licences to occupy or franchises or otherwise deal with and dispose of the Charged Property without restriction
- 6.11.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of UK Mail;
- 6.11.6 to take, continue or defend any proceedings, enter into any arrangement or compromise and, where appropriate, refer any dispute to arbitration or expert determination;
- 6.11.7 to remove, store, sell or otherwise deal with any fixtures and fittings;
- 6.11.8 to insure the Charged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 6.11.9 to employ advisers, consultants, managers, agents, workmen and others on such terms and for such remuneration as the Receiver in the Receiver's absolute determination thinks fit;

- 6.11.10 to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;
- 6.11.11 to borrow moneys from the Secretary of State or others on the security of the Charged Property or otherwise on such terms as the Receiver may in the Receiver's absolute discretion think fit for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Charge or for any other purpose; and
- 6.11.12 to do any other acts which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation of the Charged Property.

**6.12 Application of proceeds**

Sections 109(6) and 109(8) of the 1925 Act will not apply to a Receiver appointed under this **clause 6**.

**7. DISTRIBUTIONS**

7.1 Subject to section 176A Insolvency Act, the net proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Amounts, be applied in or towards discharging in the following order of priority:

- 7.1.1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment;
- 7.1.2 the remuneration of the Receiver;
- 7.1.3 the Secured Amounts in such order as the Secretary of State may determine; and
- 7.1.4 the claims of those entitled to any surplus.

**8. WARRANTIES**

8.1 UK Mail warrants to the Secretary of State that:

- 8.1.1 neither the execution of this Legal Charge by the UK Mail nor compliance with its terms will;

- 8.1.1.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the UK Mail is bound; or
- 8.1.1.2 cause any limitation on any of the powers of the UK Mail or on the right or ability of the directors of the UK Mail to exercise those powers to be exceeded;
- 8.1.2 all consents required by UK Mail for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;
- 8.1.3 no person having any charge or other form of security over the Property or any other assets of UK Mail has enforced or given notice of its intention to enforce such security; and
- 8.1.4 no Event of Default has occurred or is continuing.

## **9. EXCLUSION OF LIABILITY**

### **9.1 Liability for loss and damage**

Neither the Secretary of State nor any Receiver will be liable to UK Mail for any loss or damage incurred by UK Mail arising out of the exercise of their respective powers or any attempt or failure to exercise those powers.

### **9.2 UK Mail's indemnity**

UK Mail agrees with the Secretary of State to indemnify the Secretary of State and any Receiver in respect of:

- 9.2.1 any exercise of the powers of the Secretary of State or the Receiver or any attempt or failure to exercise those powers; and
- 9.2.2 anything done or omitted to be done in the exercise or purported exercise of the powers under this Legal Charge or under any appointment duly made under the provisions of this Legal Charge.

## **10. POWERS**

### **10.1 Execution of documents**

The Receiver will have power, either in the name of UK Mail or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers.

## **10.2 Power of attorney**

The UK Mail irrevocably appoints the Secretary of State and separately the Receiver by way of security to be the attorney UK Mail, with full power to appoint substitutes and to sub-delegate, for the purposes set out in **clause 10.3**.

## **10.3 Extent of power of attorney**

The power of attorney given in **clause 10.2** permits the Secretary of State or the Receiver in the name of and on behalf of UK Mail:

10.3.1 to perfect the security given by UK Mail under this Legal Charge; and

10.3.2 to execute any document or do any act or thing which UK Mail is obliged to execute or do under this Legal Charge or which the Secretary of State or the Receiver may in their absolute discretion consider appropriate in connection with the exercise of any of the powers of the Secretary of State or the Receiver.

## **10.4 Time for compliance**

The Secretary of State may from time to time waive or authorise, on such terms and conditions, if any, as it deems expedient, any breach or proposed breach by UK Mail of UK Mail's obligations or conditions contained in this Legal Charge without prejudice to the Secretary of State's rights and remedies in respect of any subsequent breach of them.

## **10.5 Other indebtedness**

UK Mail authorises the Secretary of State to receive from the holder of any prior or subsequent charge details of the state of account between such holder and UK Mail.

## **10.6 No liability as mortgagee in possession**

Entry into possession of the Property, for whatever reason, will not render the Secretary of State or any Receiver liable to account as mortgagee in possession.

## **10.7 Independence of Legal Charge**

This Legal Charge is entered into as an entirely separate document to any other arrangement which might be entered into from time to time between the Secretary of State and UK Mail or the Secretary of State and any other person. Irrespective of the validity or enforceability of any such other arrangement UK Mail and the Secretary of State declare that, and it is intended that, this Legal Charge will remain as a valid security and in full force and effect in any event.

## **10.8 Power to open new account**

If the Secretary of State receives notice of a subsequent mortgage or charge relating to the Property, it will be entitled to close any account and to open a new account in respect of the closed account. If the Secretary of State does not open such new account, it will be treated as if it had done so at the time when it received such notice and:

10.8.1 no monies credited to the new account after the date of such notice will be appropriated towards, or have the effect of discharging, the monies owing to the Secretary of State upon the closed account; and

10.8.2 the opening of any new account by the Secretary of State will not prejudice any right or remedy of the Secretary of State arising as a result of a default by UK Mail.

## **10.9 Use and disposal of chattels**

If the Secretary of State or the Receiver obtains possession of the Property, the Secretary of State or the Receiver may use and remove, store or sell any chattels on the Property without being under any liability to UK Mail other than to account for the net proceeds of the sale. All expenses and liabilities incurred by the Secretary of State or the Receiver in connection with the removal, storage and sale of the chattels will form part of the Secured Amounts.

## **10.10 Severance of fixtures**

Upon any sale or other disposition in exercise of the powers contained or implied by this Legal Charge the Secretary of State or any Receiver may sever any fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Amounts.

## **11. NOTICES**

### **11.1 Form of notices**

Any notice served under this Legal Charge is to be:

11.1.1 in writing;

11.1.2 signed by an officer of the party serving the notice or by its solicitors;

11.1.3 delivered by hand, first class post, pre-paid or recorded delivery or fax at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time.

## **11.2 Time of receipt**

If a notice is received after 4.00 pm on a working day, or on a day which is not a working day, it is to be treated as having been received on the next working day.

## **11.3 Deemed receipt**

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received;

11.3.1 if delivered by hand, at the time of delivery;

11.3.2 if sent by post, on the second working day after posting; or

11.3.3 if sent by fax, at the time of transmission.

## **12. LAW AND JURISDICTION**

### **12.1 Governing law**

This Legal Charge is to be governed by and interpreted in accordance with English law.

### **12.2 Jurisdiction**

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge. This clause operates for the benefit of the Secretary of State who retains the right to sue UK Mail and enforce any judgment against UK Mail in the courts of any competent jurisdiction.

## **13. EXECUTION**

The Secretary of State and UK Mail have executed this Legal Charge as a deed and it is delivered on the date set out in the Particulars.

Signed as a deed by  
**UK MAIL LIMITED**  
acting by two directors or  
one director and its secretary

)  
)  
)  
)

*Signature of director*

*Signature of director/secretary*  
Executed as a deed but not delivered until  
the date hereof and **THE CORPORATE**  
**SEAL of THE SECRETARY OF STATE FOR**  
**TRANSPORT** hereto was affixed is  
authenticated by

Authorised on behalf of the Secretary of  
State