

MG01

Particulars of a mortgage or charge

052497/13  
IRIS Laserform

A fee is payable with this form.

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

✓ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

✗ **What this form is NOT for**  
You cannot use this form to  
particulars of a charge for a  
company. To do this, please  
form MG01s

SATURDAY



A10 02/03/2013 #276  
COMPANIES HOUSE

**1** Company details

Company number 0 4 1 3 8 2 0 3

Company name in full Royal Mail Group Limited (the "Company")

1 1 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** Date of creation of charge

Date of creation d2 d5 m0 m2 y2 y0 y1 y3

**3** Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Escrow Agreement securing the Secured Liabilities between the  
Company and Jonathan Evans, Gerard Degaute, John Duncan, David  
Grant Hargrave, Brian Arthur Thomson and David James Taylor (the  
"Trustees").

**4** Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally and in any capacity  
whatsoever) of the Company to make payments to the Plan up to a  
maximum amount equal to the lowest non-negative amount which,  
when added to the assets of the Plan, would result in the Plan being  
at least 80% per cent funded on the date on which any liability under  
this Deed arises, calculated on the basis set out in Clause 17(c) of  
the Deed

Please see attached continuation pages

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

**MG01****Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

**Continuation page**

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

Name

The Trustees

Address

c/o One Coleman Street, London

Postcode

E C 2 R 5 A A

Name

Address

Postcode

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

**Continuation page**

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

Short particulars

**Charging clause**

By clause 3.2 of the Deed

- (a) The Company charged and agreed to charge, by way of a first fixed charge, all of its claims, rights, title and interest to, or in respect of
- (i) the Securities, and
- (ii) the Account
- (b) A reference in clause 3.2 of the Deed to a charge of the Company's claims, rights, title and interest to, or in respect of, the Securities or the Account includes a charge of the Company's claims, rights, title and interest to or in respect of
- (i) any dividends, distributions, income or interest paid or payable in relation to the Securities,
- (ii) any rights, allotments, benefits, money or property accruing, offered or otherwise at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise, and
- (iii) any agreement or arrangement entered into by the Company with a bank or other financial institution with respect to the Securities and the Account (and all rights of the Company and such bank in respect of any Clearance System in which such Securities are registered)

Please see continuation pages

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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

NIL

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X *Baker McKenzie LLP* X

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

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## Particulars of a mortgage or charge



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Manpreet Athwal**

Company name **Baker & McKenzie LLP**

Address **100 New Bridge Street**

**London**

Post town

County/Region **London**

Postcode **E C 4 V 6 J A**

Country **United Kingdom**

DX

Telephone **02079191000**



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgage or charge
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### 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**

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

| 6                 | Short particulars of all the property mortgaged or charged   |  |
|-------------------|--|--|
|                   | Please give the short particulars of the property mortgaged or charged   |  |
| Short particulars | <p><b><u>Disposals and negative pledge</u></b></p> <p>By clause 5 5 of the Deed</p> <p>The Company must not</p> <ul style="list-style-type: none"> <li>(a) create or permit to subsist any Security Interest on any Security Asset (other than the Security Interest created under the Deed),</li> <li>(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset unless the Company also immediately invests the proceeds of any sale of such Securities in Eligible Replacement Securities</li> </ul> <p><b><u>Further Assurances</u></b></p> <p>By clause 13 of the Deed</p> <p><b>General</b></p> <p>The Company must as soon as practicable and at its own expense, take whatever action the Trustees or a Receiver may specify or require for</p> <ul style="list-style-type: none"> <li>(c) creating, perfecting or protecting any security intended to be created by the Deed or for the exercise of any rights, powers and remedies of the Trustees or any Receiver pursuant to the Deed or by law, or</li> <li>(d) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Trustees or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset</li> </ul> <p>This includes</p> <ul style="list-style-type: none"> <li>(i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Trustees or to their nominee, or</li> <li>(ii) the giving of any notice (including notice to any fund manager in respect of the Securities and using all reasonable endeavours to procure acknowledgement of such notice), order or direction and the making of any registration,</li> </ul> <p>which, in any such case, the Trustees may think expedient</p> |  |

# MG01 - continuation page

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| 6                 | Short particulars of all the property mortgaged or charged   |  |
|-------------------|--|--|
|                   | Please give the short particulars of the property mortgaged or charged   |  |
| Short particulars | <p><b>Definitions</b></p> <p>In this form MG01, the following expressions shall have the following meanings</p> <p><b>Account</b> means any securities account opened or maintained by the Company and designated by the Company as an Account for the purposes of the Deed</p> <p><b>Clearance System</b> means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person</p> <p><b>Deed</b> means the escrow agreement dated 25 February 2013 between Royal Mail Group Limited and the Trustees of the plan</p> <p><b>Eligible Replacement Securities</b> means money market funds with a minimum rating of AA from a recognised ratings agency</p> <p><b>Funding Agreement</b> means the Funding Agreement made between the Company and the Trustees in respect of the Plan dated 25 February 2013</p> <p><b>Plan</b> means the Royal Mail Senior Executives Pension Plan</p> <p><b>Receiver</b> means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Deed</p> <p><b>Securities</b> means any deposits, securities, units or other investments representing, from time to time, the payment of £20m made into escrow pursuant to the Funding Agreement (whether or not contained in the Account)</p> <p><b>Security</b> means any Security Interests created by the Deed</p> <p><b>Security Assets</b> means all assets of the Company the subject of any Security Interest created by the Deed</p> <p><b>Security Interest</b> means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p><b>Trustees</b> means Jonathan Evans, Gerard Degaute, John Duncan, David Grant Hargrave, Brian Arthur Thomson and David James Taylor as trustees of the Royal Mail Senior Executives Pension Plan</p> |  |



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 4138203  
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ESCROW AGREEMENT DATED 25  
FEBRUARY 2013 AND CREATED BY ROYAL MAIL GROUP  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO THE ROYAL MAIL SENIOR  
EXECUTIVES PENSION PLAN ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 2 MARCH 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2013**

*Post*



**Companies House**



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