

MR01

Particulars of a charge

411752/23



Companies House



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www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **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 there is no
instrument. Use form MR08

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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 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. It must be scanned and placed on the public record. **Do not send the original**



L8HMLVØR

LD3

06/11/2019

#34

COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 04138203

Company name in full Royal Mail Group Limited



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 3 0 1 0 2 0 1 9

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 Royal Mail Pensions Trustees Limited as trustee of the Royal Mail
Pension Plan

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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Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**
☐ **No**

8

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 *Sacher + Partners LLP* X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Vicky Carr

Company name Sacker & Partners LLP

Address 20 Gresham Street

Post town London

County/Region

Postcode E C 2 V 7 J E

Country United Kingdom

DX

Telephone 020 7615 9570



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4138203

Charge code: 0413 8203 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th October 2019 and created by ROYAL MAIL GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2019.

P

Given at Companies House, Cardiff on 13th November 2019



Companies House



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

We certify that save for material
redacted pursuant to S. 859G
of the Companies Act 2006, this is a
true copy of the original.

Satchel & Partners LLP (SPW)

Satchel & Partners LLP

5 November 2019

SECURITY AGREEMENT

DATED 30 October 2019

BETWEEN

ROYAL MAIL GROUP LIMITED

- and -

ROYAL MAIL PENSIONS TRUSTEES LIMITED

as trustee of the Royal Mail Pension Plan

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THIS DEED is dated 30 October 2019 between:

- (1) **ROYAL MAIL GROUP LIMITED** (registered number 04138203) whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ (the **Chargor**); and
- (2) **ROYAL MAIL PENSIONS TRUSTEES LIMITED** (registered number 03248664) whose registered office is at 11 Ironmonger Lane, London, EC2V 8EY as trustee of the Royal Mail Pension Plan and any other person or persons who is or are for the time being a trustee of the Royal Mail Pension Plan (the **Trustee**).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Deed:

Accounts means the Cash Account and the Securities Account and “**Account**” means either of them.

Account Control Agreement means the account control agreement between the Chargor, the Trustee and the Custodian dated on or about the date of this Deed.

Act means the Law of Property Act 1925.

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London.

Cash Account means the cash account (account number [REDACTED]) held with, and maintained in England by, the Custodian by the Chargor pursuant to the Custody Agreement (as may be renumbered at any time, and together with any sub-account or replacement account thereof, or any additional cash account opened pursuant to the Custody Agreement) together with:

- (a) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same; and
- (b) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account).

Cash Account Balance means all monies at any time standing to the credit of the Cash Account and:

- (a) all interest at any time accrued or accruing on such monies; and
- (b) all rights to repayment of any of the same.

Clearance System means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person.

Custodian means JPMorgan Chase Bank, N.A., London Branch.

Custody Agreement means the global custody agreement dated on or about the date of this Deed between the Custodian and the Chargor.

Eligible Replacement Securities means debt or equity securities in which the Trustee would be permitted to invest assets of the Plan recognising any restrictions on investment contained within the applicable trust deed and/or the rules of the Plan but ignoring any restrictions on employer-related investment.

Event of Default means an Insolvency Event occurs in respect of the Chargor.

Financial Collateral Regulations means the Financial Collateral Arrangements (No. 2) Regulations 2003.

Insolvency Event in relation to an entity means any of the following events:

- (a) the nominee in relation to a proposal for a voluntary arrangement under Part 1 of the Insolvency Act 1986 submits a report to the court under section 2 of the Insolvency Act 1986 (procedure where nominee is not the liquidator or administrator) which states that in his opinion the proposal should be considered by a meeting of the entity and by the entity's creditors;
- (b) the directors of the entity file (or in Scotland lodge) with the court documents and statements in accordance with paragraph 7(1) of Schedule A1 to the Insolvency Act 1986 (moratorium where directors propose voluntary arrangement);
- (c) an administrative receiver within the meaning of section 251 of the Insolvency Act 1986 is appointed in relation to the entity;
- (d) the entity enters administration within the meaning of paragraph 1(2)(b) of Schedule B1 to the Insolvency Act 1986;
- (e) a resolution is passed for a voluntary winding up of the entity without a declaration of solvency under section 89 of the Insolvency Act 1986;
- (f) a meeting of creditors is held in relation to the entity under section 95 of the Insolvency Act 1986 (creditors' meeting which has the effect pursuant to section 96 of the Insolvency Act 1986 of converting a members' voluntary winding up into a creditors' voluntary winding up); or
- (g) an order for the winding up of the entity is made by the court under Part 4 or 5 of the Insolvency Act 1986.

Net Enforcement Proceeds means, in relation to any Security Asset:

- (a) any proceeds of sale or enforcement; and/or
- (b) any Securities Income,

collected or received by the Trustee (or any Receiver) arising from that Security Asset following the enforcement of this Security, less all costs, expenses, remuneration and other items relating thereto contemplated in Subparagraph 11(a) (Application of Proceeds).

Party means a party to this Deed.

Pension Protection Fund means the Board of the Pension Protection Fund as established under Part 2 of the Pensions Act 2004.

Plan means the Royal Mail Pension Plan.

Receiver means a receiver and manager or a receiver or an administrator or an administrative receiver, in each case, appointed under this Deed.

Reservations means:

- (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court and damages may be regarded as an adequate remedy;
- (b) the limitation on enforcement as a result of laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws affecting the rights of creditors generally;
- (c) the statutory time-barring of claims;
- (d) defences of set off or counterclaim;
- (e) rules against penalties and similar principles;
- (f) the fact that security which is described as fixed security may in fact be floating security;
- (g) the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of stamp duty may be void;
- (h) the fact that a court may refuse to give effect to a purported contractual obligation to pay costs imposed upon another person in respect of costs of an unsuccessful litigation brought against that person or may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before that court or that a court may stay proceedings if concurrent proceedings based on the same grounds and between the same parties have previously been brought before another court; and/or
- (i) any steps for perfection not required by the terms of this Deed to be taken,

and any other reservations or qualifications of law contained in any legal opinion delivered to the Trustee in respect of this Deed.

S&P means Standard and Poor's Rating Services, a Division of the McGraw Hill Companies, Inc. or any successor to its ratings business.

Secured Liabilities means, at any time, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Chargor to make payments to the Plan (including, without limitation, any actual or contingent debt under Section 75 or Section 75A of the Pensions Act 1995), up to a maximum amount equal to the value of the Security Assets at that time.

Securities means the securities now or at any time recorded in, and represented by, the Securities Account.

Securities Account means the securities account (account number [REDACTED]) held with, and maintained in England by, the Custodian by the Chargor pursuant to the Custody Agreement (as may be renumbered at any time, and together with any sub-account or replacement account thereof, or any additional securities account opened pursuant to the Custody Agreement).

Securities Income means any dividend, interest or other distribution or income of any kind paid or payable at any time in relation to any of the Securities.

Securities Related Assets means:

- (a) the Securities;
- (b) any Securities Income;
- (c) any right, money, shares, securities or property accruing, offered or issued at any time in relation to the above by way of redemption, substitution, exchange, bonus, preference or otherwise, under option rights or otherwise; and
- (d) any right against any Clearance System.

Security Assets means all assets of the Chargor the subject of any Security Interest created, or purported to be created, by this Deed.

Security Interest means any mortgage, charge, pledge, lien, assignment, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

Security Period means the period beginning on the date of this Deed and ending on the date on which all Secured Liabilities which may be or become due have been unconditionally and irrevocably paid and discharged in full or such earlier or later date as the Parties may agree in writing.

Side Deed means the side deed dated on or about the date of this Deed and made between the Chargor and the Trustee in connection with the Plan.

Subsidiary means:

- (a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006.

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

Tax Deduction means: a deduction or withholding for or on account of Tax from a payment under this Deed.

Transaction Documents means this Deed, the Side Deed, the Custody Agreement and the Account Control Agreement.

VAT means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

1.2 Construction

- (a) In this Deed, unless the contrary intention appears, a reference to:
 - (i) **assets** includes present and future properties, revenues and rights of every description and includes uncalled capital;
 - (ii) an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration or notarisation;
 - (iii) **disposal** means a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly;
 - (iv) **this Security** means any Security Interests created by this Deed;
 - (v) a **person** includes any individual, firm, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
 - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (having the force of law) of any governmental, inter-governmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority (including a revenue authority) or organisation;
 - (vii) **Sterling** or **£** is a reference to the lawful currency for the time being of the United Kingdom;
 - (viii) a **provision of law** is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
 - (ix) a **Clause**, a **Subclause**, a **Paragraph**, a **Subparagraph** or a **Schedule** is a reference to a clause, a subclause, a paragraph or a subparagraph of, or a schedule to, this Deed;
 - (x) a **Party** or any other person includes its successors in title, permitted assigns and permitted transferees and this Deed shall be binding on and enforceable by any person who is for the time being a trustee of the Plan including any person who succeeds or replaces a trustee of the Plan (and this Subparagraph (x) shall be in addition to, and not affect, the provisions of the Trustee Act 1925 dealing with transfers of assets and liabilities from one trustee to another);
 - (xi) this **Deed** (or any specified provision of it) or any other document shall be construed as a reference to this Deed, that provision or that document as in

force for the time being and as amended, restated, varied, supplemented or novated from time to time;

- (xii) **including** shall not be construed narrowly but be taken as reading **including without limitation**;
 - (xiii) a **time of day** is a reference to London time; and
 - (xiv) words importing the singular shall include the plural and vice versa.
- (b) Unless the contrary intention appears, a reference to a **month** or **months** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:
- (i) if the numerically corresponding day is not a Business Day, the period will end on the next Business Day in that month (if there is one) or the preceding Business Day (if there is not);
 - (ii) if there is no numerically corresponding day in that month, that period will end on the last Business Day in that month; and
 - (iii) notwithstanding Subparagraph (i) above, a period which commences on the last Business Day of a month will end on the last Business Day in the next month or the calendar month in which it is to end, as appropriate.
- (c) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of this Deed, no consent of any third party is required for any variation (including any release or compromise of any liability) or termination of this Deed. As contemplated by Subparagraph (a)(x) above, any person who is for the time being a trustee of the Plan may enforce or enjoy the benefit of any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (d) If the Trustee considers on the basis of legal advice received from external counsel that an amount paid to it under this Deed 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.
- (e) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (f) The headings in this Deed do not affect its interpretation.
- (g) It is intended by the Parties that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

2. COVENANT TO PAY

The Chargor must pay or discharge the Secured Liabilities when due.

3. CREATION OF SECURITY

3.1 General

- (a) All the Security Interests created under this Deed:
 - (i) are created in favour of the Trustee;
 - (ii) are created over present and future assets of the Chargor;
 - (iii) are continuing security for the payment of all the Secured Liabilities; and
 - (iv) are made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
 - (i) the Chargor must notify the Trustee promptly;
 - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) unless the Trustee otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (c) The payment obligations of the Chargor under this Deed shall survive the enforcement of the whole or any part of the Security Assets.

3.2 Security Assets

- (a) The Chargor charges and agrees to charge, by way of first fixed charge, all of its present and future claims, rights, title and interest in or to, or in respect of:
 - (i) the Securities Related Assets;
 - (ii) the Cash Account;
 - (iii) the Cash Account Balance; and
 - (iv) all of its rights, title and interest in and to the Custody Agreement, all rights and remedies in connection with the Custody Agreement and, to the extent that any asset which is expressed to be assigned under Paragraph (b) below is not effectively assigned, such asset.
- (b) The Chargor assigns and agrees to assign absolutely, subject to a proviso for re-assignment on redemption, any proceeds and claims arising from the Custody Agreement.

4. PAYMENTS

4.1 Funds

Payments under this Deed to the Trustee must be made for value on the due date at such times and in such funds as the Trustee may specify to the Chargor as being customary at the time for the settlement of transactions in the relevant currency in the place for payment.

4.2 Currency

Any amount payable under this Deed is payable in Sterling.

4.3 No set-off or counterclaim

All payments made by the Chargor under this Deed shall be calculated and must be made without (and be free and clear of any deduction for) set-off or counterclaim.

4.4 Business Days

If a payment under this Deed is due on a day which is not a Business Day, the due date for that payment will instead be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

5. REPRESENTATIONS

5.1 Representations

The representations set out in this Clause 5 are made by the Chargor to the Trustee.

5.2 Status

- (a) It is a limited liability company, duly incorporated and validly existing under the laws of England.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

5.3 Powers and authority

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of, the Transaction Documents and the transactions contemplated by the Transaction Documents.
- (b) No limit on its powers will be exceeded as a result of the grant of this Deed.

5.4 Legal validity

Subject to the Reservations, the obligations expressed to be assumed by it in this Deed, the Side Deed and the Account Control Agreement are legal, binding, valid and enforceable obligations.

5.5 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed, the Side Deed and the Account Control Agreement do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any document which is binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such document.

in the case of paragraphs (a) and (c) above, in a manner or to an extent which would be material in relation to the ability of the Chargor to perform or comply with its obligations under this Deed, the Side Deed or the Account Control Agreement, as applicable.

5.6 No Event of Default

No Event of Default is continuing or might reasonably be expected to result from its entry into this Deed.

5.7 Authorisations

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, the Transaction Documents have been obtained or effected (as appropriate) and are in full force and effect.

5.8 Nature of security

- (a) This Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside in the insolvency, liquidation or administration of the Chargor or otherwise.
- (b) The Security Interests created by this Deed constitute a first priority Security Interest of the type described over the Security Assets and the Security Assets are not subject to any prior or pari passu Security Interest.
- (c) The Chargor has not taken (or omitted to take) any action, or permitted anything to be done, which could jeopardise the existence or the priority of the Security.

5.9 Security Assets

- (a) It is the sole legal and beneficial owner of the Security Assets.
- (b) It has claims and rights in respect of the Securities Related Assets and the Securities Account only against the Custodian and accordingly it has no claim or right (including a right to call for delivery) in respect of any Securities Related Asset or the Securities Account against any person other than the Custodian.
- (c) The Securities have been duly authorised and validly issued and are and will be free from any restrictions on transfer or rights of pre-emption.

5.10 Times for making representations

- (a) The representations set out in this Clause 5 are made by the Chargor on the date of this Deed.
- (b) The representations set out in this Clause 5 are deemed to be repeated by the Chargor:
 - (i) at any time that any Securities or monies are deposited into an Account; and

- (ii) on each anniversary of the date of this Deed.
- (c) When a representation is repeated, it shall be deemed to be made by reference to the facts and circumstances existing at the time of repetition.

6. COVENANTS

6.1 General

The Chargor agrees to be bound by the covenants set out in this Clause 6 so long as any Secured Liabilities are outstanding.

6.2 Notification of breach

The Chargor must notify the Trustee of any breach of any of the provisions of this Deed promptly upon becoming aware of its occurrence.

6.3 Authorisations

The Chargor must promptly obtain, maintain and comply with the terms of any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of, this Deed.

6.4 Disposals and negative pledge

The Chargor must not:

- (a) create, purport to create or permit to subsist any Security Interest on any Security Asset (other than this Security, any lien or similar right in favour of the Custodian under the Custody Agreement and Account Control Agreement);
- (b) (save as may be expressly permitted by this Deed or the Side Deed) sell, assign, transfer, withdraw from any Account, licence, lease or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interests in, any Security Asset;
- (c) create or grant (or purport to create or grant) any interest in any Security Asset in favour of a third party (other than any lien or similar right in favour of the Custodian under the Custody Agreement and Account Control Agreement); or
- (d) (save as may be expressly permitted by the Side Deed) direct the Custodian to sell, transfer, withdraw from any Account, licence, lease or otherwise dispose of any Securities, save that the Chargor may request the Trustee to instruct the Custodian to withdraw Securities from the Securities Account in order immediately to:
 - (i) invest the proceeds of sale in purchasing Eligible Replacement Securities for the Chargor which have an open market value of at least as much as the Securities to be withdrawn; and
 - (ii) place those Eligible Replacement Securities in the Securities Account,

and the Trustee shall promptly comply with any such request provided this Security has not at that time become enforceable.

6.5 Pari passu ranking

The Chargor must ensure that its payment obligations under this Deed rank at least pari passu with all its other present and future unsecured payment obligations, except for obligations mandatorily preferred by laws of general application to companies.

6.6 Changes to rights and withdrawals

Save as may be expressly permitted by the Account Control Agreement or the Side Deed, the Chargor:

- (a) must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Security Assets being altered in any material respect: and
- (b) shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the Cash Account Balance.

6.7 Calls

- (a) The Chargor must pay all calls, instalments or other payments due and payable in respect of any Securities Related Asset.
- (b) If the Chargor fails to do so, the Trustee may pay the calls, instalments or other payments on behalf of the Chargor. The Chargor must immediately on request reimburse the Trustee for any payment made by a Trustee under this Subclause 6.7.

6.8 Other obligations in respect of Security Assets

- (a) The Chargor must comply with all other conditions and obligations assumed by it in respect of any Security Asset.
- (b) The Trustee is not obliged to:
 - (i) perform any obligation of the Chargor;
 - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Security Asset.

6.9 Voting rights, income and Corporate Actions

- (a) Before this Security becomes enforceable:
 - (i) the Chargor will promptly notify the Trustee where it is requested by the Custodian to exercise any voting rights, powers or other rights in respect of the Securities Related Assets. The Chargor shall only exercise such rights or powers with the prior written consent of the Trustee, provided that such consent shall be deemed to have been given where the Trustee does not respond within 5 Business Days from the date of a written request for consent by the Chargor; and

- (ii) all Securities Income shall be paid into the Cash Account.
- (b) After this Security has become enforceable, the Trustee may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise.
- (c) The Chargor shall not provide any instructions to the Custodian pursuant to clause 2.9 (*Corporate Actions*) of the Custody Agreement in relation to Corporate Actions (as defined in the Custody Agreement) without the prior written consent of the Trustee, provided that such consent shall be deemed to have been given where the Trustee does not respond within 5 Business Days from the date of a written request for consent by the Chargor.
- (d) The Chargor shall not agree to the Custodian making filings in relation to settled securities class actions as referred to in clause 2.10 (*Class Action Litigation*) of the Custody Agreement without the prior written consent of the Trustee, provided that such consent shall be deemed to have been given where the Trustee does not respond within 5 Business Days from the date of a written request for consent by the Chargor.

6.10 Clearance systems

The Chargor must, after this Security becomes enforceable, if so requested by the Trustee, instruct any Clearance System to transfer any Securities Related Asset held by it for the Chargor or its nominee to an account of the Trustee or its nominee with that Clearance System and take whatever action the Trustee may request for the dematerialisation or rematerialisation of any Security Asset held in a Clearance System. Without prejudice to the rest of this Clause 6 (Covenants), the Trustee may, at the expense of the Chargor, take whatever action is required for the dematerialisation or rematerialisation of any Security Assets held in a Clearance System.

6.11 Deposit of documents

In respect of all Security Assets, the Chargor shall immediately upon execution of this Deed or (if later) immediately upon acquisition of an interest in any Security Asset deliver to the Trustee duly executed stock notes and/or any other document representing or evidencing any benefit or entitlement to such Security Asset (if any).

6.12 Information

- (a) The Chargor shall provide the Trustee with:
 - (i) all information which it may reasonably request in relation to the Security Assets; and
 - (ii) any communication received by it from the Custodian pursuant to the Custody Agreement (including, for the avoidance of doubt, any notice of termination of the Custody Agreement by the Custodian and any information or communication received by the Chargor pursuant to clause 2.9 (*Corporate Actions*) or clause 2.10 (*Class Action Litigation*) of the Custody Agreement) promptly following receipt from the Custodian.

6.13 Investment restrictions

For the purposes of the definition of "Eligible Replacement Securities", the Trustee shall, on request by the Chargor, keep the Chargor informed as to any restrictions on investment contained within the trust deed and/or rules of the Plan and any material changes thereto.

6.14 Notifiable events

The Chargor shall promptly notify the Trustee upon becoming aware that any representation made or deemed to be made by the Chargor under this Deed is or proves to have been incorrect or misleading when made or deemed to be made.

6.15 Default by Chargor

In the case of default by the Chargor in the performance of any of the foregoing covenants, the Trustee may (but shall not be obliged to) do whatever may be necessary to make good such default and all sums expended by the Trustee as a result shall form part of the Secured Obligations.

6.16 Custody documents

The Chargor shall not terminate or make or agree to any amendment or waiver of the Custody Agreement without the prior written consent of the Trustee.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Event of Default

This Security will become immediately enforceable on the occurrence of an Event of Default.

7.2 Discretion

After this Security has become enforceable, the Trustee may in its absolute discretion enforce all or any part of this Security in any manner they see fit.

7.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

8. ENFORCEMENT OF SECURITY

8.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

8.2 No liability as mortgagee in possession

No Trustee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default

or omission for which a mortgagee in possession might be liable, including any liability in connection with the Security Assets for:

- (a) any loss on realisation;
- (b) any failure to present any interest coupon or any bond or stock drawn for repayment;
- (c) any failure to pay any call or instalment;
- (d) the acceptance of any offer or the notification of the Chargor of any such offer;
- (e) any failure to ensure that the correct amounts are paid or received in respect of the Security Assets;
- (f) any negligence, omission or default by its nominees; or
- (g) any other loss of any nature whatsoever.

8.3 Privileges

Each Receiver and each Trustee is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

8.4 Protection of third parties

No person (including a purchaser) dealing with the Trustee or a Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Trustee or a Receiver is/are purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due in respect of the Secured Liabilities;
- (d) how any money paid to a Trustee or to that Receiver is to be applied; or
- (e) about any propriety or regularity on the part of a Trustee or of a Receiver in relation to any of the dealings referred to in this Clause 8.

8.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Trustee may:
 - (i) redeem any prior Security Interest against any Security Asset; and/or
 - (ii) procure the transfer of that Security Interest to themselves; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

- (b) The Chargor must pay to the Trustee, immediately on demand, the costs and expenses incurred by the Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

8.6 No duties

No Trustee or Receiver shall, in respect of any of the Security Assets, have any duty or incur any liability for:

- (a) ascertaining or taking any action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Security Assets or the nature or sufficiency of any payment whether or not a Trustee or a Receiver has or is deemed to have knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Security Assets.

9. RECEIVER

9.1 Appointment of Receiver

- (a) Except as provided below, the Trustee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) the Chargor so requests the Trustee in writing at any time.
- (b) Any appointment under Paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under Section 109(1) of the Act) does not apply to this Deed.
- (d) The Trustee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986.

9.2 Removal

The Trustee may by writing (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by them and may, whenever they think fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3 Remuneration

The Trustee may fix the remuneration of any Receiver appointed by them from time to time, the maximum rate specified in Section 109(6) of the Act will not apply and the remuneration of the Receiver shall be a debt secured by this Deed which shall be due and payable immediately upon its being paid by the Trustee.

9.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) The Trustee will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

9.5 Relationship with Trustee

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Trustee in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

10. POWERS OF RECEIVER

10.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 10 in addition to those conferred on it by any law; this includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

10.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

10.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he thinks fit.

10.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor.

10.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

10.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

10.7 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

10.8 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

10.9 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

10.10 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

10.11 Delegation

A Receiver may delegate his powers in accordance with this Deed.

10.12 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

10.13 Protection of assets

A Receiver may do any act to protect any Security Asset as he thinks fit.

10.14 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Regulations) each Receiver and the Trustee shall have the right on and at any time after this Security has become enforceable to appropriate with immediate effect all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

- (b) The value of any Security Asset appropriated under Subparagraph (a) above shall be such amount as the Trustee or Receiver reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm selected by it, as converted, where necessary, into sterling at a market rate of exchange selected by the Trustee or Receiver as appropriate prevailing at the time of appropriation.
- (c) The Trustee or Receiver, as appropriate, will account to the Chargor for any amount by which the value of the appropriated Security Asset exceeds the Secured Liabilities and the Chargor shall remain liable to the Trustee for any amount by which the value of the appropriated Security Asset is less than the Secured Liabilities.
- (d) The Chargor agrees that the method of valuing the Security Assets under Subparagraph (b) above is commercially reasonable.

10.15 Currency conversion

For the purpose of, or pending the discharge of, any of the Secured Liabilities a Receiver may convert any monies received, recovered or realised under this Deed (including the proceeds of any previous conversion under this Clause 10) from their existing currencies of denomination into such other currencies of denomination as the Receiver may think fit. Any such conversion shall be effected at the then prevailing spot selling rate of exchange for such currency against the existing currency. Each reference in this Clause 10 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

10.16 Other powers

A Receiver may:

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset;
- (c) treat any part of the Security Assets consisting of money as if it were the proceeds of a sale or other disposal; and
- (d) use the name of the Chargor for any of the above purposes.

11. APPLICATION OF PROCEEDS

Any moneys received by the Trustee or any Receiver after this Security has become enforceable must be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Trustee or any Receiver under or in connection with this Deed, of all remuneration due to any Receiver under or in connection with this Deed and the discharge of any liabilities incurred by any Receiver in, or incidental to, the exercise of any of their powers;

- (b) in or towards payment of or provision for the Secured Liabilities; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

This Clause 11 is subject to the payment of any claims having priority over this Security. This Clause 11 does not prejudice the right of the Trustee to recover any shortfall from the Chargor.

12. EXPENSES AND INDEMNITY

12.1 Enforcement and preservation costs

The Chargor shall, within five (5) Business Days of demand, pay to the Trustee the amount of all costs and expenses (including legal fees) incurred by the Trustee in connection with the enforcement of or the preservation of any rights under this Deed or this Security and any proceedings instituted in any jurisdiction by or against the Trustee as a consequence of taking, holding or enforcing this Deed or this Security.

12.2 Stamp taxes and fees

The Chargor shall pay and, within five (5) Business Days of demand, indemnify the Trustee against any cost, loss or liability that the Trustee incurs in relation to all stamp duty, stamp duty reserve tax, registration and other similar Tax and fees payable in respect of this Deed.

12.3 Chargor default

The Chargor shall, within five (5) Business Days of demand, indemnify the Trustee against any cost, expense, loss or liability incurred by the Trustee as a result of:

- (a) the occurrence of any Event of Default in relation to the Chargor;
- (b) investigating any event which it reasonably believes is an Event of Default in relation to the Chargor; or
- (c) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed.

12.4 Value added taxes

- (a) Any amount payable under this Deed by one Party to the other Party is exclusive of any VAT which might be chargeable in connection with that amount. If anything done by one Party under this Deed constitutes, for VAT purposes, the making of a supply to another Party and VAT is or becomes chargeable on that supply, the Party receiving the supply shall pay the other Party, in addition to any amounts otherwise payable under this Agreement by the Party receiving the supply, a sum equal to the amount of the VAT chargeable on that supply against delivery of a valid VAT invoice to the Party receiving the supply.
- (b) If a Party is required by this Deed to reimburse or indemnify another Party for any cost or expense, the Party shall reimburse or indemnify (as the case may be) the other Party for the full amount of such cost or expense, including such part thereof as is equal to the amount of the VAT, save to the extent that the other Party reasonably determines that it is entitled to a credit or repayment in respect of VAT from the relevant tax authority.

12.5 Tax gross-up

- (a) The Chargor must make all payments to be made by it under this Deed without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) If the Chargor is aware or becomes aware that it must make a Tax Deduction (or that there is a change in the rate or the basis of a Tax Deduction), it must promptly notify the Trustee.
- (c) If a Tax Deduction is required by law to be made by the Chargor or the Trustee, the amount of the payment due from the Chargor will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) *If the Chargor is required to make a Tax Deduction under (c), the Chargor must make the minimum Tax Deduction required by law and must make any payment required in connection with that Tax Deduction within the time allowed by law.*
- (e) Within 30 days of making either a Tax Deduction or a payment required in connection with a Tax Deduction, the Chargor must deliver to the Trustee evidence satisfactory to it (acting reasonably) that the Tax Deduction has been made or (as applicable) the appropriate payment has been paid to the relevant taxing authority.

13. DELEGATION

13.1 Power of Attorney

The Trustee or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by them or it under this Deed.

13.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Trustee or any Receiver may think fit.

13.3 Liability

No Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

14. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Trustee or a Receiver may reasonably require for:

- (a) creating, perfecting or protecting any Security Interest intended to be created by this Deed; or
- (b) at any time after this Security becomes enforceable, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Trustee or any Receiver or any of their delegates or sub-delegates in respect of any Security Asset.

Including:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Trustee or its nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Trustee may think expedient.

15. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints each Trustee, each Receiver and any of the foregoing's delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed and, prior to the Security becoming enforceable, has failed to do so following notification from the Trustee. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15.

16. PRESERVATION OF SECURITY

16.1 Continuing security

This Security is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

16.2 Reinstatement

- (a) If any discharge, release or arrangement is made by the Trustee in whole or in part on the faith of any payment, security or other disposition which is avoided, set aside, refunded or reduced under any applicable law or proves to have been invalid or must be restored in insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargor under this Deed will continue as if the discharge, release or arrangement had not occurred.
- (b) The Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

16.3 Waiver of defences

The liabilities and obligations of the Chargor under this Deed shall remain in full force and effect and will not be affected by any act, omission, neglect, event or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to the Chargor or any Trustee) including:

- (a) any time, waiver, consent or other accommodation granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;

- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment, novation, supplement, extension or restatement (however fundamental and whether or not more onerous, and of whatsoever nature) or replacement of this Deed, and Secured Liability or any other document or security, including any agreement or document relating to the Plan;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under this Deed, or any Secured Liability or any other document or security; or
- (h) any insolvency or similar proceedings.

16.4 Chargor intent

Without prejudice to the generality of Clause 16.3 (Waiver of defences) the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Liabilities.

16.5 Immediate recourse

The Chargor waives any right it may have of first requiring any Trustee (or any trustee, agent or appointee on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law to the contrary.

16.6 Appropriations

- (a) Each Trustee (or any trustee, agent or appointee on its behalf) may at any time during the Security Period without affecting the liability of the Chargor under this Deed:
 - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Trustee (or any trustee or agent on its behalf) in respect of those amounts; or
 - (ii) apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest bearing suspense account any Net Enforcement Proceeds and any moneys received from the Chargor or on account of the Chargor's liability under this Deed including, without prejudice to the generality of the foregoing, until an Insolvency Event has occurred in relation to the Chargor.

16.7 Additional security

This Security is in addition to and is not in any way prejudiced or affected by, and shall not merge with any other judgment, guarantee, security, right or remedy now or subsequently

obtained or held by the Trustee for the discharge and performance of any of the Secured Liabilities.

17. CHANGES TO THE PARTIES

17.1 Assignments and transfers by the Chargor

The Chargor may not assign or transfer any of its rights and obligations under this Deed.

17.2 Assignments and transfers by the Trustee

- (a) The Chargor acknowledges that:
 - (i) the rights and obligations of the Trustee under this Deed may be transferred in whole or in part to the Pension Protection Fund as a result of the operation of Section 161 of and Schedule 6 to the Pensions Act 2004; and
 - (ii) the rights and obligations under this Deed shall be binding upon and enure for the benefit of any person who is for the time being a trustee of the Plan including any person who succeeds or replaces a trustee of the Plan.
- (b) Each Trustee may at any time and from time to time (without consent of or notice to the Chargor) assign and/or transfer any or all of its rights and/or obligations under this Deed to any person or persons.
- (c) If a Trustee assigns or transfers any of its rights or obligations under this Deed, and as a result of circumstances existing at the date of the assignment or transfer, the Chargor would be obliged to make a payment to the assignee under Clause 12.5(c) (Tax gross-up) of this Deed, then the assignee is only entitled to receive payment under that Clause to the same extent as the existing Trustee would have been if the assignment, transfer or change had not occurred.

18. AMENDMENTS

Any amendment of this Deed shall be in writing and signed by, or on behalf of, each Party.

19. REMEDIES AND WAIVERS

No failure to exercise nor any delay in exercising any right or remedy under this Deed against the Chargor shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

20. SET-OFF

A Trustee may set off any matured obligation owed to it by the Chargor under this Deed (to the extent beneficially owned by that Trustee) against any obligation (whether or not matured) owed by that Trustee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Trustee may convert either obligation at a market rate of exchange selected by it (acting reasonably) for the purpose of the set-off.

21. SEVERABILITY, REMEDIES AND WAIVERS

- (a) If a term of this Deed is or becomes illegal, invalid or unenforceable in any respect in any jurisdiction, that shall not affect:
 - (i) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
 - (ii) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed.
- (b) No failure to exercise, nor any delay in exercising, on the part of any Trustee, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Trustee shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

22. COUNTERPARTS

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

23. CERTIFICATES AND DETERMINATIONS

Any certification or determination by the Trustee of an amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

24. NOTICES

24.1 In writing

- (a) Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or email.
- (b) Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

24.2 Contact details

- (a) The contact details of the Chargor for this purpose are:

Address: Rowland Hill House, Boythorpe Road, Chesterfield, Derbyshire S49
1HQ
Email: [REDACTED]
Attention: Group Treasury.

- (b) The contact details of the Trustee are:

Address: 11 Ironmonger Lane, London EC2V 8EY
Email: [REDACTED]
Attention: [REDACTED]

24.3 Effectiveness

- (a) Except as provided below, any communication in connection with this Deed will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (iii) if by email, when received in legible form.
- (b) A communication given under Paragraph (a) above but not received on a Business Day or after 5 p.m. on a Business Day will only be deemed to be given on the next Business Day.

25. LANGUAGE

Any notice given in connection with this Deed must be in English.

26. GOVERNING LAW

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

27. ENFORCEMENT

27.1 Jurisdiction

- (a) The English courts have non-exclusive jurisdiction to settle any dispute in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed).
- (b) The Parties agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no Party will argue to the contrary.
- (c) Notwithstanding Paragraph (a) above, no Trustee shall be prevented from taking proceedings relating to any such dispute in any other courts with jurisdiction. To the extent allowed by law, any Trustee may take concurrent proceedings in any number of jurisdictions.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of this Deed.

SIGNATORIES

Chargor

Signed as a deed by **ROYAL MAIL**

GROUP LIMITED acting by

Robert Simpson as a director

in the presence of:

(signature of director)

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

Richard Poole
Solicitor

Trustee

SIGNED as a deed by **ROYAL MAIL
PENSIONS TRUSTEES LIMITED** acting
by two directors or by one director and the
secretary:

Director

Signature

:



Name

:

SUSANNAH PARDEN

Director/Secretary

Signature

:



Name

:

Mark Ashworth, Director for
The Law Debenture Pension Trust Corporation p.l.c.