

MR04

Statement of satisfaction in full or in part of a charge

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☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
or charge against an LLP or a
LL MR04

MONDAY



LD6
"L2KFENCN"
04/11/2013
COMPANIES HOUSE
#120

ase
/ uk

1 Company details

Company number 03229377

Company name in full Royal Mail Investments Limited (the "Pledgor")

2

→ **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 ①

When was the charge created?

- Before 06/04/2013 Complete Part A and Part C
- On or after 06/04/2013 Complete Part B and Part C

① **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date 07/02/03

② **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Agreement and deed of pledge of shares dated 7th February 2003
(the "Deed") and made between (1) the Pledgor (2) the Secretary of
State for Trade and Industry (the "Lender") and (3) General Logistics
Systems International Holding B V ("GLS")

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

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A3

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

Pledge of the Shares

- 1 As continuing security for the payment in full, when due, of the Secured Liabilities, the Pledgor hereby grants to the Lender a first priority right of pledge over the Present Shares (*vestigt hierbij pandrecht eerste in rang op*), which pledge is hereby accepted by the Lender
- 2 Subject to Clause 6 of the Deed with respect to dividends and cash distributions, the Pledgor hereby pledges to the Lender as security for the payment in full, when due, of the Secured Liabilities, all rights to or under dividends, bonus shares, stock dividends, newly issued shares, cash distributions, proceeds, options, warrants, claim rights and other similar rights currently existing or in the future arising or received with respect to or out of the Present Shares
- 3 To the extent no valid pledge of the Rights is created under the Deed, the Pledgor undertakes to pledge the Rights to the Lender if, as and when issued, distributed, acquired and created, as the case may be
- 4 The Pledgor covenants and warrants that in the event any new Shares (of any class, description, kind and denomination) are issued by GLS to the Pledgor and to the extent no valid pledge of these new Shares is created under the Deed, all of such new Shares shall be pledged by the Pledgor to the Lender, as a valid and first ranking pledge, by execution of an additional agreement and deed of pledge, the terms and conditions of which shall be in form and substance the same as the terms and conditions of the Deed, and that it shall cause GLS immediately upon issuance of all such new Shares to acknowledge the pledge made under the Deed or such Additional Deed, as the case may be, and to include in its shareholders register appropriate entries confirming the pledge made by the Pledgor under such (Additional) Deed

Please see continuation sheet

Continuation page

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

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation Sheet 1

Continued information about the Pledge of the Shares

- 5 If and to the extent that at any time, and from time to time, in the reasonable opinion of the Lender it shall be necessary or appropriate that further instruments be executed in order to create or perfect a valid pledge in favour of the Lender with respect to the Collateral or any part thereof, including but not limited to any Shares, the Pledgor shall execute such further instruments, to be made up in form and substances reasonably satisfactory to the Lender
- 6 The Pledgor undertakes to procure that at all times, so long as the Deed has not terminated, GLS shall include in its shareholders' register appropriate entries confirming the pledge of its Shares granted by it under the Deed

Negative Pledge

The Pledgor shall not create or permit to subsist any pledge, lien, charge or security interest or any other agreement or arrangement having the effect of conferring security on any of the Collateral (other than the security created by or pursuant to the Deed or the Finance Documents)

Disposals

The Pledgor shall not, either in a single transaction or in a series of transactions, whether related or not, sell, transfer or otherwise dispose of, or create any interest in, all or any part of the Collateral

Definitions

"Additional Deed" means an additional agreement and deed of pledge as referred to in Clause 2.4 of the Deed

"Collateral" means all of the collateral granted to the Lender under Clauses 2.1, 2.2 and 2.3 of the Deed or by the Pledgor

"Company" means Royal Mail Group Limited (formerly known as Royal Mail Group plc)

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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Continuation Sheet 2

Definitions continued

"Credit Agreement" means the credit facilities agreement between, among others, the Company and the Lender dated 20 December 2002

"Facility C2" means the debt securities facility made available under the Credit Agreement as described in Clause 2 (*The Facilities*) of the Credit Agreement

"Finance Document" means the £1,044,000,000 Credit Facilities Agreement, each Debt Security, the Deposit Agreement, the Security Documents and any other document designated as such by the Lender and the Borrower in writing

"GBP 500 Million Facility" means the facility (comprising several tranches) made available by the Lender to the Company pursuant to which a principal amount of GBP 500,000,000 was advanced to the Company on 6 February 2001

"Present Shares" means all issued and fully paid-up ordinary shares in the share capital of GLS, being fifty one thousand four hundred and fifty two (51,452) shares, each with a nominal value of one hundred euro (EUR 100), numbered 1 to 51,452 inclusive

"Rights" means all collateral pledged to the Lender under Clause 2.2

"Shares" means the Present Shares and any and all future shares in the capital of GLS that may be acquired by the Pledgor after the date hereof

"Secured Liabilities" means all the undertakings and obligations in relation to the Facility C2 and the GBP 500 Million Facility and the obligations and liabilities resulting from non-performance thereof, to the extent such undertaking, obligations and liabilities consist of monetary payment obligations (*verbintenissen tot betaling van een geldsom*), as the same may be varied, amended, modified or restated from time to time

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Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ①

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① Charge code

This is the unique reference code allocated by the registrar

Part C To be completed for all charges

C1

Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full

☐ In part

C2

Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Slaughter and May

Surname

Please give the address of the person delivering this statement

Building name/number

One

Street

Bunhill Row

Post town

London

County/Region

Postcode

E C 1 Y 8 Y Y

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitors acting on behalf of the Company


C3

Signature

Please sign the form here

Signature

Signature

X  X
IAN JOHNSON

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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 ISJ/KZLM/EJNM

Company name Slaughter and May

Address One Bunhill Row

Post town London

County/Region

Postcode E C 1 Y 8 Y Y

Country United Kingdom

DX 11, Chancery Lane

Telephone 020 7600 1200



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
- Part A Charges created before 06/04/2013**
 - ☐ You have given the charge date
 - ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3
- Part B Charges created on or after 06/04/2013**
 - ☐ You have given the charge code
- Part C To be completed for all charges**
 - ☐ You have ticked the appropriate box in Section C1
 - ☐ You have given the details of the person delivering this statement in Section C2
 - ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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