

MR04

Statement of satisfaction in full or in part of a charge

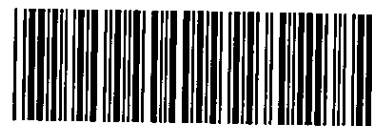
You can use the WebFiling service to file this form online

Please go to www.companieshouse.gov.uk

☒ **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 NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04

THURSDAY



A73 19/12/2013 #190
COMPANIES HOUSE

1 Company details

Company number 04138203

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

→ **Filing 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

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A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date 23/03/2007

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 Security Agreement dated 23 March 2007 made between the
Company and Royal Mail Pensions Trustees Limited (the "Trustee"),
as the trustee of the Royal Mail Pension Plan (the "Scheme"),
executed as a deed (the "Deed")

(All capitalised terms not otherwise defined herein have the meaning
given to them in the attached Continuation Sheets Nos 1 and 2)

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

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

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

Continuation Sheet No. 1

Definitions

"AVR" means any actuarial valuation of the Scheme or actuarial report on developments affecting the Scheme's technical provisions, in each case prepared under the Trust Deed and Rules of the Scheme and/or in accordance with Section 224(1) of the Pensions Act 2004 or its replacement as in force from time to time,

"Cash Account" means the cash account opened by the Company with the Custodian pursuant to the Custodian Agreement,

"Deposit" means all credit balances now or at any time in future on the Cash Account, all debts from time to time represented by such credit balances and all other rights of the Company accruing or arising in relation to the Cash Account,

"Eligible Replacement Securities" means gilt-edged securities issued by or on behalf of the United Kingdom Government,

"First Security Agreement" means the security agreement dated 23 March 2007 between Holdings and the Trustee,

"Holdings" means Postal Services Holding Company Limited (formerly known as Royal Mail Holdings plc), a company incorporated in England and Wales (registered number 4074919) and whose registered address is 148 Old Street, London EC1V 9HQ,

"Holdings Security Assets" means all assets and rights of Holdings which are the subject of any security created by the First Security Agreement,

"Securities" means the securities recorded in, and represented by, the Securities Account from time to time,

"Securities Account" means the securities account opened by the Company with the Custodian pursuant to the Custodian Agreement,

Please see Continuation Sheet No 2

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

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

Continuation Sheet No. 2

Definitions (continued)

"Security Assets" means all assets and rights of the Company which are the subject of any security created by the Deed,

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or other security interest securing any obligation of any person,

"Security Period" means the period beginning on the date of the Deed and ending on the earlier of the date on which an AVR shows that the Scheme is 75 per cent funded on the Solvency Basis or all of the Security Assets have been released from this Security, and

"Solvency Basis" means the methods and assumptions (other than limitation on benefits to "protected liabilities") set out in Appendix 1 of Version 2 of the Pension Protection Fund's "Guidance for undertaking the risk based levy valuation in accordance with Section 179 of the Pension Act 2004" (issued in October 2005)

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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

Fixed Charge

The Company charges, by way of first fixed charge with full title guarantee, all of the Company's claims or rights to, or in respect of the Deposit, the Securities and the Securities Account including the Company's claims, or rights to, or in respect of, any dividend or interest paid or payable in relation to any of the Securities and any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

The Company assigns to the Trustee absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of the custodian agreement dated 23 March 2007 made between The Royal Bank of Scotland plc (the "**Custodian**"), the Trustee and the Company (the "**Custodian Agreement**")

Negative Pledge Covenant

Save as contemplated in Clauses 4 11 (Tax) and 19 (Release) of the Deed, under or contemplated by the terms of the Custodian Agreement (including but not limited to the payment of any fees and expenses of the Custodian in accordance with the terms of the Custodian Agreement) or the payment of commercially reasonable investment management fees (if any) in relation to the Security Assets, the Company must not during the Security Period

- (i) create or permit to subsist any Security Interest on any Security Asset,
- (ii) dispose of any Security Asset,
- (iii) direct the Custodian to dispose of any Securities unless the Company also directs the Custodian to immediately invest the proceeds of any sale of such Securities in Eligible Replacement Securities or to deposit such proceeds in the Cash Account, or
- (iv) withdraw or direct the Custodian to withdraw all or any part of the Deposit from the Cash Account unless the Company also directs the Custodian to immediately invest the amount withdrawn in Eligible Replacement Securities

Continuation page

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

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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

□ □ □ □ - □ □ □ □ - □ □ □ □

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 Slaughter and May

X

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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 Edward McNeilly

Company name Slaughter and May

Address One Bunhill Row

Post town London

County/Region

Postcode E C 1 Y 8 Y Y

Country

DX

Telephone 020 7600 1200



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



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



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