

2396925 GB

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge



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

You can use the WebF Please go to www.com

✓ 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 You may not use this form to register a charge where instrument Use form M



A26 \*A51ITJCP\* 25/02/2016 #248 COMPANIES HOUSE

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. This will be scanned and placed on the public record. Do not send the original

1 Company details
Company number: 01833679
Company name in full: VODAFONE GROUP PLC
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 date
Charge creation date: 09/02/2016

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: MORGAN STANLEY & CO INTERNATIONAL PLC
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.

# MR01

## 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.

Brief description

N/A

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.

### 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 <sup>1</sup>

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

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

### 9 Signature

Please sign the form here

Signature

Signature

X ALLEN & OVERY 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 Karolina Latasz

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode 

E	1		6	A	D	
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Country England

DX

Telephone 0 20 3088 3697

### 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 £13 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 33060 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)



**FILE COPY**

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

Company number: 1833679

Charge code. 0183 3679 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th February 2016 and created by VODAFONE GROUP PUBLIC LIMITED COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th February 2016

Given at Companies House, Cardiff on 3rd March 2016



**Companies House**



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

EXECUTION VERSION

## SECURITY AGREEMENT

19 FEBRUARY 2016

between

VODAFONE GROUP PLC  
as Chargor

and

MORGAN STANLEY & CO. INTERNATIONAL PLC  
as Secured Party

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT



YUBING ZHU  
Solicitor

23/02/2016

**ALLEN & OVERY**

Allen & Overy LLP

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**THIS DEED** is dated 19 February 2016 and is made **BETWEEN**

- (1) **VODAFONE GROUP PLC**, a company incorporated in England & Wales, with registered number 1833679 and having its registered office at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN (the **Chargor**), and
- (2) **MORGAN STANLEY & CO. INTERNATIONAL PLC**, at 25 Cabot Square, Canary Wharf, London E14 4QA (the **Secured Party**)

## **BACKGROUND**

- (A) The Chargor enters into this Deed in connection with the Put/Call Option Transaction on the terms and conditions set out in the related confirmation
- (B) The Escrow Agent has agreed to provide escrow services to the Chargor and the Secured Party and open and maintain an escrow account (referred to herein as the Escrow Account as defined below) to hold certain assets of the Chargor in accordance with the Escrow Agreement
- (C) The Chargor wishes to grant security over certain of its assets in favour of the Secured Party as security for the Secured Liabilities
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

## **1. INTERPRETATION**

### **1.1 Definitions**

In this Deed

**Act** means the Law of Property Act 1925

**Authorisation** means an authorisation, consent, approval, resolution, permit, licence, exemption, filing, notarisation or registration

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

**Cash Collateral** means the debt owed by the Escrow Agent to the Chargor represented by the credit balance (including all interest accrued on that balance) from time to time on the Escrow Account and all rights or title to or interest in the same

**Credit Support Annex** means the deemed credit support annex to the ISDA Master Agreement evidenced by the Put/Call Option Confirmation

**Default Rate** has the meaning given to it in the ISDA Master Agreement

**Enforcement Event** means (i) the designation of an Early Termination Date (as defined in the ISDA Master Agreement) by the Secured Party in respect of an Event of Default or (ii) the failure by the Chargor to pay an Early Termination Amount (as defined in the ISDA Master Agreement) when due (after the expiry of any applicable grace period)

**Escrow Account** means the cash escrow account opened with the Escrow Agent and held in the name of the Chargor (numbered 50001672) pursuant to the Escrow Agreement and includes any other account which is a successor to the account on any renumbering or re-designation of accounts and any account into which all or part of a balance from the account is transferred for investment or administrative purposes

**Escrow Agent** means JPMorgan Chase Bank, National Association, London Branch, with a place of business at 25 Bank Street, Canary Wharf, London E14 5JP as escrow agent pursuant to the terms of the Escrow Agreement, or any successor thereto appointed in accordance with Clause 6.2 (Change of Escrow Agent)

**Escrow Agreement** means the escrow agreement among the Secured Party (as Party A), the Chargor (as Party B) and the Escrow Agent dated on or about the date of this Deed

**Event of Default** means an "Event of Default" in respect of which the Chargor is the "Defaulting Party", in each case as defined in the ISDA Master Agreement

**Financial Collateral Regulations** has the meaning given to such term in Clause 9.8 (Financial Collateral)

**ISDA Master Agreement** means the ISDA 2002 Master Agreement between the Secured Party and the Chargor deemed entered into pursuant to the Put/Call Option Confirmation

**Party** means a party to this Deed

**Potential Event of Default** means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default

**Put/Call Option Confirmation** means the confirmation dated on or about the date of this Deed evidencing the Put/Call Option Transaction

**Put/Call Option Transaction** means the equity put and call option transaction entered into on or about the date of this Deed between the Secured Party and the Chargor

**Secured Liabilities** means all present and future obligations and liabilities due, owing or incurred to the Secured Party, from time to time, pursuant to any Transaction Document, whether actual or contingent, whether due, owing or incurred solely or jointly with any other person, including without limitation all costs and expenses of the Secured Party incurred in enforcing the Security in accordance with the terms of this Deed (including the costs and expenses of any third party appointed by the Secured Party in connection with such enforcement)

**Security** means any Security Interest created, evidenced or conferred by or under this Deed

**Security Assets** means all assets of the Chargor the subject of any Security

**Security Interest** means a mortgage, charge, pledge, lien, assignment by way of security, 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 the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full



**Taxes** means any and all forms of statutory, governmental, state, provincial, local governmental or municipal taxes, levies, imposts, contributions, duties, charges and transfer taxes, and all withholdings or deductions in respect thereof, of whatever nature and whenever imposed, whether of the UK or elsewhere in the world, whether or not directly or primarily payable by, chargeable against, recoverable from or attributable to the Chargor, the issuer of any securities, the Escrow Agent or any other person and whether or not any amount in respect of the same is recoverable from any other person, and all fines, penalties, charges and interest relating to the same

**Transaction Document** means the Put/Call Option Confirmation, the ISDA Master Agreement, this Deed and any other document designated as such by the Secured Party and the Chargor from time to time

## 1.2 Construction

- (a) Capitalised terms defined in the Put/Call Option Confirmation have, unless expressly defined in this Deed, the same meaning in this Deed
- (b)
  - (i) Any reference to an agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment, novation, supplement, extension, restatement or replacement to or of that agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of any payable or deliverable asset, and
  - (ii) assets includes present and future properties, revenues and rights of every description
- (c) An Event of Default is **continuing** if it has not been remedied or waived
- (d) References to the Parties include their respective successors in title, permitted assignees, estates and legal personal representatives
- (e) The headings in this Deed are for convenience only and shall not affect its interpretation
- (f) Words denoting the singular shall include the plural and vice versa
- (g) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period
- (h) If the Secured Party considers, on the basis of professional advice, that an amount paid to the Secured Party under a Transaction Document 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
- (i) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset

## 2. CREATION OF SECURITY

### 2.1 General

All the Security Interests created under this Deed

- (a) are created in favour of the Secured Party,
- (b) are created over present and future assets of the Chargor, as set out in this Deed,

- (c) are security for the payment, discharge and performance of all the Secured Liabilities, and
- (d) are made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

## **2.2 Escrow Agreement**

- (a) The Chargor assigns absolutely by way of security, subject to a proviso for re-assignment on redemption, all of its rights under the Escrow Agreement (including its rights to require the Escrow Agent to deliver cash to the Chargor or to its order)
- (b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge all of its rights under the Escrow Agreement (including its rights to require the Escrow Agent to deliver cash to the Chargor or to its order)
- (c) Notwithstanding paragraph (a) above, the Chargor may exercise all its rights under the Escrow Agreement unless an Enforcement Event has occurred or the exercise of such right is expressly prohibited under another provision of this Deed or any other Transaction Document

## **2.3 Cash Collateral**

The Chargor charges by way of first fixed charge all its rights in respect of the Cash Collateral

## **3. RESTRICTIONS ON DEALINGS**

Except as expressly permitted under the Put/Call Option Transaction or provided in the Escrow Agreement or this Deed, the Chargor must not

- (a) create or permit to subsist any Security Interest or any third party interest on or in any Security Asset, or
- (b) sell, transfer, licence, lease or otherwise dispose of all or any part of the Security Assets (or any of its rights therein), other than any disposal of cash permitted under Clause 6 (Cash Collateral)

## **4. REPRESENTATIONS**

### **4.1 Nature of security**

The Chargor represents and warrants to the Secured Party that

- (a) it is the sole legal and beneficial owner of the Security Assets,
- (b) subject to section 8 (Indemnification and Reimbursement) of the Escrow Agreement, the Security Assets are free from any Security Interest (except for those created by or under this Deed) and any other rights or interests in favour of third parties, and
- (c) this Deed creates those Security Interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise

## **4.2 Times for making representations**

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed
- (b) Each representation under this Deed is deemed to be made by the Chargor by reference to the facts and circumstances then existing on each date during the Security Period

## **5. ESCROW AGREEMENT**

### **5.1 Representations**

The Chargor represents and warrants to the Secured Party that as of the date of this Deed

- (a) the Escrow Agreement creates legal, valid, binding and enforceable obligations of the Chargor, and
- (b) it is not in default of any of its obligations under the Escrow Agreement

### **5.2 Other undertakings**

The Chargor must

- (a) duly and promptly perform its obligations under the Escrow Agreement, and
- (b) supply the Secured Party with any information and documentation relating to the Escrow Agreement requested by the Secured Party

## **6 CASH COLLATERAL**

### **6.1 Withdrawals**

- (a) Subject to paragraph (b) below, the Chargor may not withdraw any part of the Cash Collateral from the Escrow Account without the prior written consent of the Secured Party
- (b) The Chargor may from time to time make demands for IA Return Amounts or for transfers in accordance with paragraph 2(c)(viii)(A)(x) of the Credit Support Annex or as otherwise provided by the Credit Support Annex To the extent required by the Credit Support Annex and provided that no Enforcement Event, Event of Default or Potential Event of Default has occurred and is continuing, the Secured Party and the Chargor shall jointly instruct the Escrow Agent to release from the Escrow Account such part of the Cash Collateral in accordance with the terms of the Escrow Agreement and to transfer such amount
  - (i) to the order of the Chargor pursuant to a demand by the Chargor to the Secured Party in accordance with paragraph 2(c)(ii) of the Credit Support Annex, to the extent such corresponding IA Return Amount (as defined in the Credit Support Annex) is not disputed, or
  - (ii) otherwise as permitted in the Credit Support Annex,

in each case, within the deadlines set out in the Credit Support Annex In the case of subclause 6 1(i) above, such amount of cash will be deemed to be "excess financial collateral" for the purposes of the Financial Collateral Regulations

## **6.2 Change of Escrow Agent**

- (a) The Escrow Agent may be changed to another bank or financial institution if the Secured Party so agrees and must be changed if the Secured Party so requires acting in good faith
- (b) If the Escrow Agent delivers a notice of resignation to the Chargor and the Secured Party pursuant to section 5 (Resignation, Succession) of the Escrow Agreement or otherwise ceases to act as an escrow agent, then within 30 days of (A) receipt of such notice or (B) the Escrow Agent ceasing to act, as applicable
  - (i) the Chargor and the Secured Party will use commercially reasonable efforts to appoint a successor Escrow Agent or to agree alternative credit support arrangements in respect of the Put/Call Option Transaction satisfactory to the Secured Party, acting in good faith, and
  - (ii) unless the Chargor and the Secured Party have agreed such alternative credit support arrangements, the Chargor must create Security Interests in favour of the Secured Party satisfactory to the Secured Party (acting in good faith) over Security Assets with equivalent Value (as defined in the Credit Support Annex) to the Cash Collateral at such time and ensure that, unless otherwise agreed by the parties, the Chargor and any successor Escrow Agent have delivered a notice and acknowledgement, respectively, substantially in the forms set out in Schedule 1 (Forms of Notice for Escrow Account) hereto
- (c) If there is a change of Escrow Agent, the amount (if any) standing to the credit of the Escrow Account maintained with the old Escrow Agent will be transferred to the corresponding account maintained with the new Escrow Agent immediately upon the appointment taking effect. The Chargor irrevocably gives all Authorisations and instructions necessary for any such transfer to be made
- (d) The Chargor must take any action which the Secured Party may reasonably require to facilitate a change of Escrow Agent and any transfer of credit balances (including the execution of bank mandate forms)

## **6.3 Notices of charge**

In the event of any replacement of the Escrow Agent, unless otherwise agreed by the parties, the Chargor must

- (a) immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 1 (Forms of Notice for Escrow Account) hereto on the relevant successor Escrow Agent, and
- (b) ensure that the Escrow Agent acknowledges the notice, substantially in the form of Part 2 of Schedule 1 (Forms of Notice for Escrow Account) hereto

## **7 PRESERVATION OF SECURITY**

### **7.1 Continuing security**

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

## **7.2 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made by the Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred

## **7.3 Waiver of defences**

The obligations of the Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or the Secured Party)

- (a) any time, waiver or consent granted to, or composition with, any person,
- (b) any release of any person under the terms of any composition or arrangement with any creditor of the Chargor or any other person,
- (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, the Chargor or any other 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 the Chargor or any other person,
- (f) any amendment of any Transaction Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any obligation or the addition of any new obligation under any Transaction Document or other document or security,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Transaction Document or any other document or security or the failure by the Chargor to enter into or be bound by any Transaction Document, or
- (h) any insolvency or similar proceedings

## **7.4 Immediate recourse**

- (a) The Chargor waives any right it may have of first requiring the Secured Party (or any trustee or agent 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
- (b) This waiver applies irrespective of any law or provision of a Transaction Document to the contrary

## **7.5 Appropriations**

The Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Secured Party (or the Escrow Agent on the Secured Party's behalf) in respect of the Secured Liabilities, or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor will not be entitled to the benefit of such moneys, security or rights, and
- (b) hold in a suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

## **7.6 Additional security**

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Secured Party
- (b) No prior security held by the Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security

## **8. WHEN SECURITY BECOMES ENFORCEABLE**

### **8.1 Enforcement Event**

This Security will become immediately enforceable upon the occurrence of an Enforcement Event

### **8.2 Discretion**

After this Security has become enforceable, the Secured Party may in its absolute discretion enforce all or any part of this Security in any manner it sees fit

## **9. ENFORCEMENT OF SECURITY**

### **9.1 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

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

The Secured Party will not 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

### **9.3 Privileges**

The Secured Party 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

#### **9.4 Applying Cash Collateral**

Subject to Clause 7.5 (Appropriations), the Secured Party may at any time after this Security becomes enforceable require the Escrow Agent to pay the Cash Collateral to the Secured Party or as the Secured Party may direct and the Secured Party may apply all or any part of the Cash Collateral against all or any part of the Secured Liabilities

#### **9.5 Protection of third parties**

No person (including a purchaser) dealing with the Secured Party or its agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable,
- (b) whether any power which the Secured Party is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Transaction Documents, or
- (d) how any money paid to the Secured Party is to be applied

#### **9.6 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Secured Party may
  - (i) redeem any prior Security Interest against any Security Asset, and/or
  - (ii) procure the transfer of that Security Interest to itself, 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 Secured Party, immediately on demand, the costs and expenses reasonably incurred by the Secured Party in connection with any such redemption and/or transfer, including the payment of any principal or interest

#### **9.7 Contingencies**

If this Security is enforced at a time when no amount is due under the Transaction Documents but at a time when amounts may or will become due, the Secured Party may pay the proceeds of any recoveries effected by it into a suspense account

#### **9.8 Financial Collateral**

The Security created pursuant to this Deed is intended to qualify as a "financial collateral arrangement" within the meaning of the European Collateral Directive (2002/47 EC) and as implemented in England in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226), as amended from time to time (the **Financial Collateral Regulations**) To the extent that the assets charged under this Deed 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) the Secured Party will have the right after this Security has become enforceable to appropriate all or any part of

that financial collateral in or towards the satisfaction of the Secured Liabilities and the Secured Party shall value the Security Assets in a commercially reasonable manner for such purposes

## **10. APPLICATION OF PROCEEDS**

10.1 Any moneys received by the Secured Party after this Security has become enforceable must be applied in the following order of priority

- (a) firstly, in or towards payment of or provision for all costs and expenses incurred by the Secured Party under or in connection with this Deed,
- (b) secondly, in or towards payment of or provision for the outstanding Secured Liabilities, and
- (c) thirdly, in payment of the surplus (if any) to the Chargor or other person entitled to it

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

## **11. EXPENSES AND INDEMNITY**

- (a) The Chargor must
  - (i) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with the enforcement or preservation of this Deed by the Secured Party, attorney, manager, agent or other person appointed by the Secured Party under this Deed including any arising from any actual or alleged breach by the Chargor of any law or regulation, and
  - (ii) keep each of them indemnified against any failure or delay in paying those costs or expenses
- (b) The Chargor shall promptly on demand pay and indemnify the Secured Party against any cost, loss or liability that the Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in respect of this Deed
- (c) If not paid when due, the amounts payable under this Clause 11 shall carry interest compounded (to the extent permitted by applicable laws) with monthly resets at the Default Rate (after as well as before judgment), from the date of demand and shall form part of the Secured Liabilities

## **12. DELEGATION**

### **12.1 Power of Attorney**

The Secured Party may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

### **12.2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Secured Party may think fit



### **12.3 Liability**

The Secured Party will not 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 appointed with due care

### **13. FURTHER ASSURANCES**

The Chargor must, at its own expense, take whatever action the Secured Party may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed, including without limitation, (i) immediately following the execution of this Deed, and in any event within the prescribed period, filing particulars of this Deed with Companies House by way of a Form MR01, together with payment of the associated filing fees and (ii) prior to any replacement of the Escrow Agent taking effect in accordance with Clause 6.2 (Change of Escrow Agent), and/or
- (b) after the Security becomes enforceable, facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Secured Party or any of their delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Secured Party or to its nominee, and
- (ii) the giving of any notice and the making of any filing or registration,

which, in any such case, the Secured Party may think expedient (acting in good faith)

### **14 NO SET-OFF**

The Chargor will pay all amounts payable under this Deed without any set-off, counterclaim or deduction whatsoever unless required by law, in which event the Chargor will pay an additional amount to ensure that the payment recipient receives the amount which would have been payable had no deduction been required to have been made

### **15. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Secured Party, upon the occurrence of an Enforcement Event, and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

### **16 CHANGES TO THE PARTIES**

#### **16.1 The Chargor**

The Chargor may not assign or transfer any of its rights or obligations under this Deed without the prior consent of the Secured Party

## **16.2 The Secured Party**

The Secured Party may assign or otherwise dispose of all or any of its rights under this Deed in accordance with the terms of the Transaction Documents to which it is a party and may disclose any information in its possession relating to the Chargor reasonably relevant to the Put/Call Option Transaction to any actual or prospective assignee, transferee or participant

## **17. MISCELLANEOUS**

### **17.1 Covenant to pay**

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Transaction Documents

### **17.2 Obligations under the Transaction Documents**

The Secured Party must perform its obligations under the Transaction Documents

### **17.3 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, the Secured Party may open a new account in the name of the Chargor
- (b) If the Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to the Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability

### **17.4 Currencies**

For the purpose of exercising any right to apply the Cash Collateral to the Secured Liabilities, if all or any part of the Cash Collateral and the Secured Liabilities are in different currencies, the Secured Party may convert either amount at a market rate of exchange in its usual course of business for the purpose of exercising that right

### **17.5 No liability**

The Secured Party will not be liable for any loss of any kind resulting from the exercise of its rights under this Deed to require the Escrow Agent to account to it for the Cash Collateral, except to the extent such loss was caused by the Secured Party's gross negligence, fraud or wilful misconduct

## **18. RELEASE**

At the end of the Security Period, the Secured Party must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Security Assets from this Security, including delivering the relevant notice to the Custodian that Security under this Deed has been released. The Security under this Deed shall be automatically released in respect of any Security Assets that the Chargor has withdrawn pursuant to Clause 6.1 (Withdrawals)

**19. PARTIAL INVALIDITY**

If, at any time, any term of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction that will not affect

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed, or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed

**20. COUNTERPARTS**

This Deed may be executed and delivered in any number of counterparts (including by e-mail) This has the same effect as if the signatures on the counterparts were on a single copy of this Deed

**21. NOTICES**

- (a) The Parties may from time to time issue instructions, notices, demands or requests and the parties shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken in good faith pursuant to instructions, notices, demands or requests (believed by it to be genuine and to be given or made by the appropriate person(s))

- (b) Each written communication under this Deed shall be addressed by a party to any other party as follows

- (i) the Secured Party

Morgan Stanley & Co International plc  
25 Cabot Square  
Canary Wharf  
London E14 4QA  
Attention Legal Department  
Facsimile No +1 212 507 4622

With mandatory copy to  
E-mail [corpequityderivnotices@morganstanley.com](mailto:corpequityderivnotices@morganstanley.com)

- (ii) The Chargor

Vodafone Group plc  
Vodafone House  
The Connection  
Newbury  
Berkshire  
RG14 2FN

Attention Jamie Stead  
If by e-mail, to [REDACTED], [collateral.management@vodafone.com](mailto:collateral.management@vodafone.com)

or to such other address or e-mail address or marked for the attention of such other person as may be notified by the relevant addressee from time to time in writing to the other Party Notices will be deemed effective when (i) if sent by post, on the date it is delivered or when delivery is attempted, (ii) if sent by such as e-mail, on the date it is received, provided that any notice of the Security

becoming enforceable given pursuant to Clause 8 1 (Enforcement Event) will be effective when sent by the Secured Party

- (c) Notwithstanding anything to the contrary in Clause 21(b) above, the Secured Party may send electronically any notice or communication provided by this Deed and such communication will be effective at the time such communication was sent by the Secured Party, provided it was sent to the specific e-mail addresses set out in Clause 21(b)

## **22 MISCELLANEOUS**

### **22.1 Certificates Conclusives**

A certificate or determination of the Secured Party as to any amount payable under this Deed will be conclusive and binding on the Chargor, except in the case of manifest error

### **22.2 Amendments**

Save where expressly contemplated herein, no variation, waiver or amendment to this Deed shall be effective unless made in writing and executed by each of the Secured Party and the Chargor

## **23. REMEDIES AND WAIVERS**

No failure by the Secured Party to exercise, and no delay by the Secured Party in exercising, any right or remedy will operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The authority to debit and charge and the right of set-off and other rights and remedies provided in this Deed are separate, independent and cumulative and not exclusive of any rights or remedies (including, without limitation, any other security, right of set-off, lien, right to combine or consolidate accounts or similar right) to which the Secured Party is at any time entitled anywhere, whether by operation of law or otherwise

## **24. GOVERNING LAW**

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

## **25. JURISDICTION**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or 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) (a **Dispute**)
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary

**THIS DEED** has been entered into and executed as a deed by the Chargor with the intention that it be delivered on the date stated at the beginning of this deed

**SIGNATORIES**

**Chargor**

EXECUTED as a deed for and on behalf of

**VODAFONE GROUP PLC**

By

[REDACTED]

NEIL GARROD  
GROUP TREASURY DIRECTOR

Witnessed by:

[REDACTED]

JAMIE STEAD  
ASSISTANT TREASURER  
ONE KINGDOM STREET  
PADDINGTON. LONDON  
W2 6BY

**Secured Party**

**MORGAN STANLEY & CO. INTERNATIONAL PLC**

By

By.

**SIGNATORIES**

**Chargor**

**EXECUTED as a deed for and on behalf of  
VODAFONE GROUP PLC**

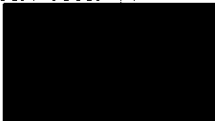
By.

Witnessed by

**Secured Party**

**MORGAN STANLEY & CO. INTERNATIONAL PLC**

By

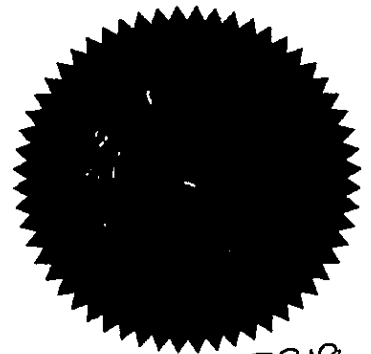


STEFAN FLOETSCHER  
EXECUTIVE DIRECTOR

By



M GUPTA  
MANAGING DIRECTOR



7919

**SCHEDULE 1**

**FORMS OF NOTICE FOR ESCROW ACCOUNT**

**PART 1**

**NOTICE TO ESCROW AGENT**

NOTICE dated [       ]

From [Chargor] (the **Chargor**)

To [Escrow Agent] (the **Escrow Agent**)

Copy [Secured Party] (the **Secured Party**)

This notice relates to the following account (the **Escrow Account**)

Account holder	
Branch of Escrow Agent	
Account Number	

The Chargor has charged (by way of first fixed charge) in favour of the Secured Party all its rights in respect of any amount standing to the credit of the Escrow Account

The Chargor irrevocably instructs and authorises you to

- (a) disclose to the Secured Party any information relating to the Escrow Account requested from the Escrow Agent by the Secured Party,
- (b) subject to sub-paragraphs (d) and (e) below, comply with the terms of any written notice or instruction relating to the Escrow Account received by the Escrow Agent from the Secured Party,
- (c) subject to sub-paragraphs (d) and (e) below, hold all sums standing to the credit of the Escrow Account to the order of the Secured Party,
- (d) at any time before the Secured Party has delivered to the Escrow Agent a notice stating that the security in favour of it has become enforceable, pay or release any sum standing to the credit of the Escrow Account in accordance with the joint written instructions of the Secured Party and the Chargor, and
- (e) at any time after the Secured Party has delivered to the Escrow Agent a notice stating that the security in favour of it has become enforceable, pay or release any sum standing to the credit of the Escrow Account only in accordance with the written instructions solely of the Secured Party

The Chargor is not permitted to withdraw any amount from the Escrow Account without the prior written consent of the Secured Party

The Chargor acknowledges that the Escrow Agent may comply with the instructions in this letter without any further permission from the Chargor or enquiry by the Escrow Agent

The instructions in this letter may not be revoked or amended without the prior written consent of the Secured Party

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

Please confirm the agreement of the Escrow Agent to the above by sending the attached acknowledgement to the Secured Party at [ADDRESS] with a copy to the Chargor

(Authorised signatory)

[Chargor]



## PART 2

### ACKNOWLEDGEMENT OF ESCROW AGENT

ACKNOWLEDGMENT dated [       ]

From [Escrow Agent] (the **Escrow Agent**)

To [Secured Party] (the **Secured Party**)

Copy [Chargor] (the **Chargor**)

The Escrow Agent acknowledges receipt of a notice (the **Notice**) a copy of which is attached. The term **Escrow Account** has the meaning given in the Notice.

The Escrow Agent confirms that

- (a) it accepts the instructions contained in the Notice and agrees to comply with the Notice,
- (b) it has not received notice of the interest of any third party in the Escrow Account,
- (c) it has neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Escrow Account other than as expressly permitted by the escrow agreement governing the Escrow Account,
- (d) at any time before the Secured Party has delivered to the Escrow Agent a notice stating that the security in favour of it has become enforceable, it will not permit any amount to be withdrawn from the Escrow Account without the joint written instructions of the Secured Party and the Chargor, and
- (e) at any time after the Secured Party has delivered to the Escrow Agent a notice stating that the security in favour of it has become enforceable, it will pay or release any sum standing to the credit of the Escrow Account only in accordance with the written instructions solely of the Secured Party.

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

(Authorised signatory)  
[Escrow Agent]