

237069/13

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

MR01

Particulars of a charge



Companies House

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

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 charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR01



A54AJ11N
A20 05/04/2016 #282
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.

TUESDAY

1 Company details

Company number 0 1 8 3 3 6 7 9

Company name in full VODAFONE GROUP PLC

6 For official use

→ 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 3 1 0 3 2 0 4 6

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

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

MR01

Particulars of a charge

4	Brief description	
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
	N/A	
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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here Signature X <i>Allen + overy</i> 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 **LEWIS CHENEY**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country **ENGLAND**

DX

Telephone **020 3088 7286**



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 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1833679

Charge code: 018336790006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2016 and created by VODAFONE GROUP PUBLIC LIMITED COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2016

Given at Companies House, Cardiff on 13th April 2016



Companies House



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

VODAFONE SECURITY AGREEMENT

31 MARCH 2016

between

VODAFONE GROUP PLC

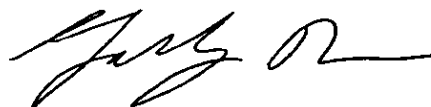
as Chargor

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

4/4/2016

ALLEN & OVERY

Allen & Overy LLP

CONTENTS

Clause	Page
1 Interpretation	3
2 Creation of Security	6
3 Restrictions on dealings	7
4 Representations	7
5 Vodafone Account Control Agreement	7
6 Collateral Securities	8
7 Withdrawals and Change of Custodian	9
8 Preservation of Security	10
9 When Security becomes enforceable	12
10 Enforcement of Security	12
11 Receiver	14
12 Powers of Receiver	15
13 Application of proceeds	16
14 Expenses and indemnity	16
15 Delegation	17
16 Further assurances	17
17 No Set-Off	17
18 Power of attorney	17
19 Changes to the Parties	18
20 Miscellaneous	18
21 Release	19
22 Partial invalidity	19
23 Counterparts	19
24 Notices	19
25 Miscellaneous	20
26 Remedies and Waivers	20
27 Governing law	20
28 Jurisdiction	20
Signatories	22
 Schedule	
1 Forms of Notice for Accounts	24
Part 1 Notice To Custodian	24
Part 2 Acknowledgement of Custodian	26

THIS DEED is dated 31 March 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 Put/Call Option Confirmation
- (B) The Custodian has agreed to provide custody services to the Chargor and the Secured Party and open and maintain one or more accounts (referred to herein as the Accounts as defined below) to hold certain assets of the Chargor in accordance with the Vodafone Account Control 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

Accounts means the Cash Account and the Securities Account

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 Account means, the cash collateral account opened with the Custodian and held in the name of the Chargor (numbered 800534330) pursuant to the Vodafone Account Control 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

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

Collateral Securities means the interests in securities from time to time recorded in and represented by the Securities Account

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

Custodian means JPMorgan Chase Bank, National Association, London Branch, with a place of business at 25 Bank Street, Canary Wharf, London E14 5JP as custodian pursuant to the terms of the Vodafone Account Control Agreement, or any successor thereto appointed in accordance with Clause 7.2 (Change of the Custodian)

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)

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 10.8 (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 19 February 2016

Put/Call Option Transaction means the share put and call option transactions entered into between the Secured Party and the Chargor evidenced by the Put/Call Option Confirmation

Receiver means a receiver and manager or a receiver, in each case, appointed in respect of all or any part of the Security Assets and shall, if allowed by law, include an administrative receiver

Related Rights means in relation to a Security Asset

- (a) any dividend, interest or other cash or non-cash distribution paid or payable in relation to any Collateral Securities,
- (b) any right, money, proceeds or property accruing or offered at any time in relation to any Collateral Securities by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
- (c) any proceeds of sale, transfer or other disposal or agreement for sale, transfer or other disposal, of that Security Asset,
- (d) any moneys or proceeds paid or payable deriving from that Security Asset,

- (e) any rights, claims, guarantees, indemnities, Security Interest or covenants for title in relation to that Security Asset,
- (f) any awards or judgments in favour of the Chargor in relation to that Security Asset, and
- (g) any other assets deriving from, or relating to, that Security Asset

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)

Securities Account means the securities account opened with the Custodian in the name of the Chargor (numbered M5463) pursuant to the Vodafone Account Control Agreement and all rights or title to or interest in the same

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 Custodian 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

Vodafone Account Control Agreement means the account control agreement among the Secured Party the Chargor (as Pledgor) and the Custodian dated on or about the date of this Deed

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 Vodafone Account Control 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 Vodafone Account Control Agreement (including its rights to require the Custodian to deliver cash or securities 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 Vodafone Account Control Agreement (including its rights to require the Custodian to deliver cash or securities to the Chargor or to its order)
- (c) Notwithstanding paragraph (a) above, the Chargor may exercise all its rights under the Vodafone Account Control 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 Collateral Securities and Cash Collateral

The Chargor charges by way of first fixed charge (subject to any lien arising under the Vodafone Account Control Agreement)

- (a) all Collateral Securities, all Related Rights and each of the Accounts, and
- (b) all of its rights in respect of the Cash Collateral

3. RESTRICTIONS ON DEALINGS

Except as expressly permitted under the Put/Call Option Transaction or section 4.3 (Security Interest) of the Vodafone Account Control Agreement or provided in 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 (other than any liens arising under the standard terms of business of any applicable clearing system for securities constituting Security Assets or any liens arising under the Vodafone Account Control Agreement or in favour of any subcustodian appointed in accordance with the Vodafone Account Control Agreement), 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 7 (Withdrawals and Change of Custodian)

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 4.3 (Security Interest) of the Vodafone Account Control 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. VODAFONE ACCOUNT CONTROL AGREEMENT

5.1 Representations

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

- (a) the Vodafone Account Control 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 Vodafone Account Control Agreement

5.2 Other undertakings

The Chargor must

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

6 COLLATERAL SECURITIES

6.1 Voting, dividend and other rights before the Security becomes enforceable

Before the Security becomes enforceable, the Chargor shall, to the extent not prohibited under the Put/Call Option Transaction

- (a) be entitled to exercise or direct (including by giving appropriate instructions to the Custodian) the voting and other rights attached to any Collateral Securities as the Chargor sees fit provided that the exercise or failure to exercise those rights would not adversely affect the value of the Collateral Securities or creation, perfection, preservation or enforcement of the Security over the Security Assets,
- (b) indicate its acceptance in respect of any tender offer for Collateral Securities or undertake to tender offer or to tender any Collateral Securities, provided that any such indication or undertaking is without prejudice to Clause 7.1 (Withdrawals), and
- (c) receive into the Cash Account and/or Securities Account (as appropriate) all cash dividends, non-cash distributions or other income or distributions paid or payable to it in relation to any Collateral Securities

6.2 Voting, dividend and other rights after the Security becomes enforceable

- (a) At any time after the Security has become enforceable, the Secured Party may, but shall not be obliged to, at its discretion
 - (i) exercise or direct the exercise of the voting and other rights attached to any Collateral Securities as it sees fit,
 - (ii) apply all dividends, interest, other monies or non-cash distributions arising from any Collateral Securities in accordance with Clause 13 (Application of proceeds), and
 - (iii) exercise any other powers or rights which may be exercised by the legal or beneficial owner of any Collateral Securities, any person who is the holder of any Collateral Securities or otherwise,

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by any Chargor

(b) The Chargor shall

- (i) comply or procure the compliance with any directions of the Secured Party in respect of the exercise of those rights and shall promptly execute and/or deliver to the Secured Party such forms of proxy as it may require in connection with that exercise, and
- (ii) indemnify the Secured Party against any loss or liability incurred by it as a consequence of acting in respect of any Collateral Securities on the direction of the Chargor

7. WITHDRAWALS AND CHANGE OF CUSTODIAN

7.1 Withdrawals

- (a) Subject to paragraph (b) below, the Chargor may not withdraw any part of the Cash Collateral from the Cash Account or any part of the Collateral Securities from the Securities 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 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 shall instruct the Custodian to release from the Cash Account and/or from the Securities Account (as applicable) such part of the Security Assets in accordance with the terms of the Vodafone Account Control Agreement and to transfer such Security Assets
 - (i) to the relevant account specified in the Vodafone Account Control Agreement 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 and the Vodafone Account Control Agreement,

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

7.2 Change of the Custodian

- (a) The Custodian 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 Custodian delivers a notice of resignation to the Secured Party and the Chargor pursuant to section 9 (Termination) of the Vodafone Account Control Agreement or if the Custodian otherwise ceases to act as a Custodian, then within 30 days of (A) receipt of such notice or (B) the Custodian ceasing to act, as applicable

- (i) the Chargor and the Secured Party will use commercially reasonable efforts to appoint a successor Custodian 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 or the Collateral Securities, at such time and ensure that, unless otherwise agreed by the parties, the Chargor and any successor Custodian have delivered a notice and acknowledgement, respectively, substantially in the forms set out in Schedule 1 (Forms of Notice for Accounts) hereto
- (c) If there is a change of Custodian
- (i) the amount (if any) standing to the credit of the Cash Account, and
 - (ii) the securities (if any) standing to the credit of the Securities Account
- maintained with the old Custodian will be transferred to the corresponding accounts maintained with the new Custodian 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 Custodian and any transfer of credit balances (including the execution of bank mandate forms and creation of Security Interests)

7.3 Notices of charge

In the event of any replacement of the Custodian, 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 the Accounts) hereto on the relevant successor Custodian, and
- (b) ensure that the Custodian acknowledges the notice substantially in the form of Part 2 of Schedule 1 (Forms of Notice for Accounts) hereto

8. PRESERVATION OF SECURITY

8.1 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

8.2 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

8.3 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

8.4 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

8.5 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 Custodian 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

8.6 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

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 Enforcement Event

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

9.2 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

10. ENFORCEMENT OF SECURITY

10.1 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

10.2 No liability as mortgagee in possession

Neither the Secured Party 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

10.3 Privileges

Each Receiver and 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

10.4 Applying Cash Collateral or Collateral Securities

Subject to Clause 8.5 (Appropriations), the Secured Party may at any time after this Security becomes enforceable require the Custodian to pay the Cash Collateral and/or deliver the Collateral Securities 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 and/or the Collateral Securities against all or any part of the Secured Liabilities

10.5 Protection of third parties

No person (including a purchaser) dealing with the Secured Party 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 Secured Party or a Receiver 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 or to that Receiver is to be applied

10.6 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

10.7 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 (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account

10.8 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

11. RECEIVER

11.1 Appointment of Receiver

- (a) Except as provided below, the Secured Party 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 Secured Party 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 to the fullest extent permitted by law

11.2 Removal

The Secured Party may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

11.3 Remuneration

The Secured Party may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under section 109(6) of the Act) will not apply. The Secured Party may direct payment of that remuneration out of moneys it receives as Receiver. The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver

11.4 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 is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) The Secured Party 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 other than the Secured Party's wilful misconduct or gross negligence

11.5 Relationship with Secured Party

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 Secured Party in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver

12. POWERS OF RECEIVER

12.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause 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 the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

12.2 Possession

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

12.3 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.

12.4 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.

12.5 Delegation

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

12.6 Legal actions

A Receiver shall have the right, in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Security Assets.

12.7 Claims

A Receiver shall have the right in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Security Assets.

12.8 Redemption of Security

A Receiver shall have the right, in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, to redeem any Security Interest (whether or not having priority to the Security) over all or any part of the Security Assets and to settle the accounts of any person with an interest in all or any part of the Security Assets.

12.9 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, and
- (c) use the name of the Chargor for any of the above purposes

13. APPLICATION OF PROCEEDS

13.1 Any moneys received by the Secured Party or the Receiver 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 or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver 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

13.2 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

14. 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, Receiver, 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 14 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

15 DELEGATION

15.1 Power of Attorney

The Secured Party or any Receiver 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

15.2 Terms

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

15.3 Liability

Neither the Secured Party 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 appointed with due care

16. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Secured Party or a Receiver 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 Custodian taking effect in accordance with Clause 7.2 (Change of the Custodian), 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 Receiver 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)

17. 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

18. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Secured Party upon the occurrence of an Enforcement Event, each Receiver 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.

19. CHANGES TO THE PARTIES

19.1 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.

19.2 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.

20. MISCELLANEOUS

20.1 Covenant to pay

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

20.2 Obligations under Transaction Documents

The Secured Party must perform its obligations under the Transaction Documents.

20.3 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.

20.4 Currencies

For the purpose of exercising any right to apply the Cash Collateral or the proceeds of the sale of all or any part of the Collateral Securities (the **Relevant Proceeds**) to the Secured Liabilities, if all or any part of the Cash Collateral or the Relevant Proceeds 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.

20.5 No liability

Neither the Secured Party nor any Receiver will be liable for any loss of any kind resulting from the exercise of its rights under this Deed to require the Custodian to account to it for the Cash Collateral or the Collateral Securities, except to the extent such loss was caused by its gross negligence, fraud or wilful misconduct.

21. 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 7.1 (Withdrawals and Change of Custodian)

22. 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

23. 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.

24. 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

- (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

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 9.1 (Enforcement Event) will be effective when sent by the Secured Party.

- (c) Notwithstanding anything to the contrary in Clause 24(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 24(b).

25 MISCELLANEOUS

25.1 Certificates Conclusive

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

25.2 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.

26. REMEDIES AND WAIVERS

No failure by the Secured Party or any Receiver to exercise, and no delay by the Secured Party or any Receiver 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 or any Receiver is at any time entitled anywhere, whether by operation of law or otherwise.

27. GOVERNING LAW

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

28. 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.  JAMIE STEAD.

Witnessed by:



GREIG GUTHRIE

Secured Party

The common seal of)

MORGAN STANLEY & CO. INTERNATIONAL PLC) Common Seal
as Secured Party was affixed to this deed in the presence)
of

.....
Authorised Signatory

.....
Authorised Signatory

SIGNATORIES

Chargor

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

By

Witnessed by

Secured Party

The common seal of

)

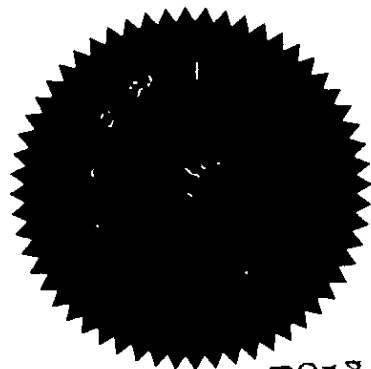
MORGAN STANLEY & CO INTERNATIONAL PLC) Common Seal
as Secured Party was affixed to this deed in the presence)
of



Authorised Signatory



Authorised Signatory



7978

SCHEDULE 1
FORMS OF NOTICE FOR ACCOUNTS

PART 1

NOTICE TO CUSTODIAN

NOTICE dated []

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

To [Custodian] (the **Custodian**)

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

1 This notice relates to the following accounts (the **Accounts**)

(a) the securities account (the **Securities Account**)

Account holder	
Branch of Custodian	
Account Number	

(b) the cash account (the **Cash Account**)

Account holder	
Branch of Custodian	
Account Number	

2 The Chargor has charged by way of a first fixed charge in favour of the Secured Party all its rights in respect of

(a) any securities standing to the credit of the Securities Account, and

(b) any amount standing to the credit of the Cash Account

3 The Chargor irrevocably instructs and authorises you to

(a) disclose to the Secured Party any information relating to any of the Accounts requested from the Custodian 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 any of the Accounts received by the Custodian from the Secured Party,

- (c) subject to sub-paragraphs (d) and (e) below, hold all sums and securities standing to the credit of the Accounts to the order of the Secured Party,
 - (d) at any time before the Secured Party has delivered to the Custodian a notice stating that the security in favour of it has become enforceable
 - (i) pay or release any sum standing to the credit of the Cash Account in accordance with the joint written instructions of the Secured Party and the Chargor, and
 - (ii) transfer or release any securities standing to the credit of the Securities 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 Custodian a notice stating that the security in favour of it has become enforceable
 - (i) pay or release any sum standing to the credit of the Cash Account only in accordance with the written instructions solely of the Secured Party, and
 - (ii) transfer or release any securities standing to the credit of the Securities Account only in accordance with the written instructions solely of the Secured Party
- 4 The Chargor is not permitted to withdraw any amount from the Cash Account or any securities from the Securities Account without the prior written consent of the Secured Party
- 5 The Chargor acknowledges that the Custodian may comply with the instructions in this letter without any further permission from the Chargor or enquiry by the Custodian
- 6 The instructions in this letter may not be revoked or amended without the prior written consent of the Secured Party
- 7 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 Custodian 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 CUSTODIAN

ACKNOWLEDGMENT dated []

From [Custodian] (the **Custodian**)

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

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

The Custodian acknowledges receipt of a notice (the **Notice**) a copy of which is attached. The terms **Accounts**, **Securities Account** and **Cash Account** have the meanings given in the Notice.

The Custodian 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 any of the Accounts,
- (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 any of the Accounts other than as expressly permitted by the account control agreement governing the Accounts,
- (d) at any time before the Secured Party has delivered to the Custodian a notice stating that the security in favour of it has become enforceable, it will not permit
 - (i) any amount to be withdrawn from the Cash Account without the joint written instructions of the Secured Party and the Chargor, and
 - (ii) any securities to be withdrawn from the Securities 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 Custodian a notice stating that the security in favour of it has become enforceable, it will
 - (i) pay or release any sum standing to the credit of the Cash Account only in accordance with the written instructions solely of the Secured Party,
 - (ii) transfer or release any securities standing to the credit of the Securities 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)
[Custodian]