

POST OFFICE LIMITED

Strictly private and confidential

Mrs Griffiths

Address 1

Address 2

Address 3

Postcode

Date 2014

Dear Gina

**POST OFFICE NETWORK TRANSFORMATION
THE POST OFFICE BRANCH AT [insert the address of the branch] (Branch)**

I write further to our recent meeting.

As I explained at our meeting, Martin was not eligible for a NT Leavers Payment as he had been served 3 months' notice of contract termination by Post Office.

However, in recognition of Martin's service at the Branch Post Office Limited would like to offer you, as personal representative of your late husband's estate, a discretionary payment in the sum of £140,000 (**Discretionary Payment**).

The Discretionary Payment is equivalent to the sum offered to subpostmasters who choose to leave the Post Office network as part of the Network Transformation programme with an alternative operator having entered into a legally binding Post Office contract for the operation of a new style branch at the existing Branch premises.

I note that you have made an application on behalf of your husband to the Initial Complaint Review and Mediation Scheme (**the Scheme**) with reference number M086 (**Application**). When a Discretionary Payment is offered, the normal process is for it to be made in full and final settlement of any claims that a subpostmaster had against Post Office Limited. In this case, acceptance of the Discretionary Payment will therefore come with a waiver of any claims under your Application and bring that Application to a close.

As discussed, your preference is to see the outcome of the investigations into your Application before making a decision on how to proceed but that you also wish to move forward with the sale of your branch.

To accommodate both these objectives, Post Office agrees to pay the Discretionary Payment subject to the following conditions being fulfilled:

1. Post office Limited finds a suitable alternative operator to operate the Branch who successfully completes our application process;
2. The successful alternative operator enters into a legally binding but conditional Main Post Office contract with Post Office Limited for the operation of a new style Branch at the existing Branch premises. The condition in the operator's contract relates to the new operator acquiring a valid property interest in the existing premises;
3. You sign and return the attached **Confirmation of Transfer** document confirming that you wish the transfer of the Branch to the new operator to proceed immediately. You have the option to accept the discretionary payment at the point of the transfer completing or alternatively you can choose to defer the discretionary payment for 6

months for you to review the findings of both Post Office's and Second Sight's investigations into your Application (both of which should be with you within the next 2 months) and, if appropriate, mediate your Application with Post Office, before deciding whether you want to accept the Discretionary Payment

4. You sign and return the attached **Response Slip** confirming that in full and final settlement, you, as personal representative of your late husband's (Mr Griffiths') Estate, waive and release all claims that he ever had or still has (or that you might have on his Estate's behalf) against Post Office Limited or any of its directors, officers, contractors or employees; and
5. You sign and return the attached **Withdrawal Notice** confirming that the Application is withdrawn from the Scheme.

The above offer from Post Office will remain open for you to accept for 6 months from the date of this letter. After that time, the offer will be deemed withdrawn.

If you choose the deferred payment option this will enable you to move forward with selling the Branch with certainty that you may choose at any time (within 6 months of this letter) to accept the Discretionary Payment by fulfilling the above conditions.

Please note there is no guarantee that you will be entitled to the Discretionary Payment as it will only be made to you if Post Office Limited successfully appoints and enters into a legally binding contract with an alternative operator for the operation of a new style Branch at the existing Branch premises (and the other conditions are also fulfilled).

You are strongly advised to take your own tax advice on the receipt by you of the Discretionary Payment and Post Office Limited shall not be liable in the event that any tax is payable as a consequence of any discretionary payment.

If you have any questions that you would like to raise before returning the response slip below, or have any other questions on this letter, please don't hesitate to contact me.

Yours sincerely

Angela Van Den Bogerd
Head of Partnerships

For and on behalf of
Post Office Limited

**NETWORK TRANSFORMATION
NEW POST OFFICE® OPERATING MODELS**

SETTLEMENT NOTICE

[Note: POL to complete these details]

Mrs Griffiths

Address 1

Address 2

Address 3

Postcode

Name of branch:

Address of branch:

FAD code:

1.	By signing and returning this Settlement Notice I hereby accept Post Office Limited's offer of a Discretionary Payment. I understand that payment of the Discretionary Payment shall be subject to the conditions set out in Post Office Limited's letter dated [insert date] being fulfilled.
2.	I acknowledge that Post Office Limited has determined that no discretionary termination payment is due to Mr Griffiths or the members of his estate under the Subpostmaster Contract dated [insert date] or any other agreement between Mr Griffiths and Post Office Limited and Post Office Limited wish to pay the Discretionary Payment on the terms set out in the letter dated [insert date].
3.	In full and final settlement, I, as personal representative of my late husband's (Mr Griffiths') Estate, waive and release all claims that he ever had or still has (or that I might have on his Estate's behalf) against Post Office Limited or any of its directors, officers, contractors or employees.

Signed

Date:

Name: Regina Griffiths as personal representative of the Estate of
Mr Martin Keith Griffiths Deceased

Withdrawal Notice

Withdrawal of application to the Initial Complaint Review and Mediation Scheme ("the Scheme")

For the attention of Sir Anthony Hooper

Case ref: M086

My complaint has been resolved and I therefore withdraw my application to the Scheme.

Name: Mrs Regina Griffiths on behalf of Mr Martin Griffiths

Signature:

Date: