

MG01

Particulars of a mortgage or charge

253017/13.



**A fee is payable with this form**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☒ **What this form is NOT**  
You cannot use this for  
particulars of a charge  
company. To do this, pl  
form MG01s

TUESDAY



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03/08/2010

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COMPANIES HOUSE

For official use

**1 Company details**

Company number 1 3 7 0 1 3  
Company name in full ☒ Smiths Group PLC (the "Chargor")

**→ Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation ☒ d2 d1 m0 m7 y2 y0 y1 y0

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A charge over account and agreement between the Chargor and S.I Pension  
Trustees Limited (the "Trustees") made on 21 July 2010 (the "Charge over  
Account and Agreement")

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured 07  
All amounts payable by the Chargor in accordance  
with the terms of the Escrow Agreement (the  
"Secured Liabilities")

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

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### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	S I Pension Trustees Limited
Address	2nd Floor, Cardinal Place, 80 Victoria Street, London, UK
Postcode	S W 1 E 5 J L
Name	
Address	
Postcode	

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars As specified in the continuation page to this form

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	NIL	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X      <i>Eversted LLP</i>      X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

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## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Nick Swiss

Company name Eversheds LLP

Address One Wood Street

Post town London

County/Region

Postcode E C 2 V 7 W S

Country

DX DX 154280 Cheapside 8

Telephone 0845 497 0742



### 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:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee



### 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.

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](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)

Please give the short particulars of the property mortgaged or charged

## Short particulars

**1. CHARGE**

- 11 The Chargor, as a continuing security for the payment and discharge of the Secured Liabilities, charges the Charged Property in the manner specified below

- 1 1.1 By way of first fixed charge in favour of the Trustees all rights title and interests of the Chargor in the Deposit and the Account together with all interest thereon and all rights benefits and proceeds thereof,

- 112 By way of first fixed charge in favour of the Trustees all rights title and interests of the Chargor in the Charged Investments together with all interest thereon and all rights benefits and proceeds thereto;

- 1 1.3 By way of first fixed charges in favour of the Trustees all the Chargor's right title and interest present and future to in and arising out or in respect of the Custody Agreement and all rights, titles, benefits, monies receivable and interests of the Chargor whatsoever (whether present, future, proprietary, contractual or otherwise) thereunder or arising thereout or evidenced thereby or by any variation, amendment or extension thereof and the Chargor's estate or interest in any property the subject of the Custody Agreement present and future and in every conveyance, assignment, transfer, lease or licence which may be granted to the Chargor pursuant to the Custody Agreement whether or not granted pursuant to the Custody Agreement including without prejudice to the generality of the foregoing all claims for damages in respect of any breach of the Custody Agreement and the full benefit of all guarantees, indemnities, debentures, mortgages, charges and other security and claims against insurers in respect thereof,

- 114 Assigns by way of security to the Trustees the benefit of the Custody Agreement and all its entitlements to the receipt of all monies from time to time payable to it or receivable under the terms of the Custody Agreement

## 2 UNDERTAKINGS

The Chargor shall not, otherwise than

- 21 In favour of the Trustees, or

- 2 2 With the prior written consent of the Trustees and in accordance with and

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

subject to any conditions which the Trustees may attach to such consent,  
create, grant, extend or permit to subsist any Security Interest over the Charged Property (or any part thereof) or permit or agree to any variation of the rights attaching to the Charged Property (or any part thereof).

Capitalised Terms are defined in the Appendix

#### APPENDIX

**Account** means the account in the name of the Chargor held with the Bank with sort code 40 05 15 and account number 70300349 together with

- (a) all additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same, and
- (b) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account),

**Bank** means HSBC Bank plc,

**Charged Investments** means all the stocks, shares and other securities and investments held by the Bank pursuant to the Custody Agreement but not acquired out of the Deposit and shall include all future stocks, shares, securities and other investments together with all rights accruing or incidental to those investments from time to time and all dividends, interest and other income arising out of, or accruing due in respect of them,

**Charge over Account and Agreement** is as defined in the form to which this continuation page is appended;

**Charged Property** means all the rights, title and interests of the Chargor in the Charged Investments, Deposit and the Account together with all interest thereon and all rights, benefits and proceeds thereof and all right title and interest in and arising out of or in respect of the Custody Agreement,

**Chargor** is as defined in the form to which this continuation page is appended,

**Custody Agreement** means the agreement between the Chargor, the Trustees and the Bank entered into on or around the date of the Charge over Account and Agreement,

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Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Deposit** means the amount standing to the credit of the Account from time to time (including accrued interest) and shall include, all investments at any time made out of such monies or account held by the Bank pursuant to the Custody Agreement and where the context requires, any portion of such amount and the right to receive a dividend or interest or any other sum paid or payable in relation to any such investments,

**Escrow Agreement** means the agreement entered into between the Chargor and the Trustees on or around the date of the Charge over Account and Agreement,

**Secured Liabilities** is as defined in the form to which this continuation page is appended;

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect,

**Trustees** is as defined in the form to which this continuation page is appended



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 137013  
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNT AND  
AGREEMENT DATED 21 JULY 2010 AND CREATED BY SMITHS  
GROUP PLC FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO S.I. PENSION TRUSTEES  
LIMITED UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 3 AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 AUGUST 2010

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES