



Registration of a Charge

Company name: **SMITHS GROUP PLC**

Company number: **00137013**



X6B2L4ZU

Received for Electronic Filing: **20/07/2017**

Details of Charge

Date of creation: **17/07/2017**

Charge code: **0013 7013 0017**

Persons entitled: **THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TRAVERS SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 137013

Charge code: 0013 7013 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2017 and created by SMITHS GROUP PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2017 .

Given at Companies House, Cardiff on 24th July 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

TRAVERS SMITH

10 Snow Hill London EC1A 2AL
+44 (0)20 7295 3000 | www.traverssmith.com

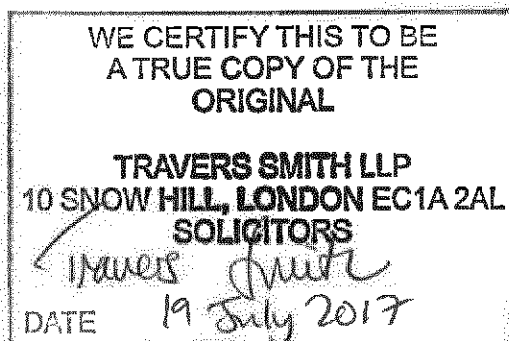
DATED 17 July 2017

(1) SMITHS GROUP PLC
as the Chargor

in favour of

(2) THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C
as Security Trustee

ACCOUNT CHARGE



CONTENTS

Clause	Page
1. Definitions and interpretation	1
2. Payment of Secured Obligations	3
3. Fixed charge	3
4. Perfection of security	3
5. Further assurance	3
6. Negative pledge and disposals.....	4
7. Representations and warranties.....	4
8. Account	5
9. Enforcement of security	6
10. Extension and variation of the LPA	7
11. Appointment of Receiver	7
12. Powers of Receiver	8
13. Application of monies	9
14. Protection of purchasers.....	9
15. Power of attorney	10
16. Effectiveness of security.....	10
17. Release of security	12
18. Set-off.....	13
19. Assignment.....	13
20. Notices.....	13
21. Discretion and delegation	13
22. Counterparts	14
23. Governing law	14
24. Jurisdiction of English courts.....	14
Schedule 1 Form of Notice of Charge over Account.....	15

THIS DEED is dated 17th July 2017 and made between:

- (1) **SMITHS GROUP PLC**, a company registered in England and Wales having its registered office at 4th floor, 11-12 St James's Square, London SW1Y 4LB and with company registration number 00137013 (the "**Chargor**") in favour of
- (2) **THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C.**, as security trustee (the "**Security Trustee**", which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Pension Scheme Deed (as defined below)), a company registered in England and Wales having its registered office at Fifth floor, 100 Wood Street, London EC2V 7EX, and acting as trustee of the TI Group Unapproved Pension Scheme.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Pension Scheme Deed shall, unless otherwise defined in this Deed, have the same meaning when used in this Deed and in addition:

Account means the account held by the Chargor with the Bank designated "Smiths Group plc SUURB" with account number [REDACTED] and the amounts from time to time standing to the credit of such account (including any replacement account or subdivision or sub-account of such account) and all Related Rights.

Bank means HSBC Bank plc.

Charged Property means the Account.

Charges means all or any of the Security created or expressed to be created by or pursuant to this Deed.

Collateral Rights means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law.

Enforcement Event means the occurrence of an Event of Default as set out in clause 9 of the Pension Scheme Deed.

Event of Default has the meaning given to it in clause 9 of the Pension Scheme Deed.

LPA means the Law of Property Act 1925.

Pension Scheme Deed means the deed relating to the TI Group Unapproved Pension Scheme made between TI Group Limited as principal employer, the Chargor and Smiths Medical Distribution Limited as associated employers, and the Security Trustee as trustee originally dated 10 January 2007, as amended by deeds of amendment dated 29 June 2012, 24 June 2015 and June 2017 and includes all variations and supplements to it from time to time in force.

Receiver means a receiver or receiver and manager or (where permitted by law) administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

Related Rights means all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Charged Property.

Secured Obligations means all present and future obligations and liabilities of the Chargor, TI Group Limited and Smiths Medical Distribution Limited to the Security Trustee under the Pension Scheme Deed and this Deed, whether actual or contingent, sole, joint or several or otherwise other than an obligation or liability to the extent that, if it were included, this Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 677 to 683 of the Companies Act 2006, as covenanted to be discharged by the Chargor in Clause 2.1 (*Covenant to pay*).

Security means any mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

1.2 Interpretation

In this Deed:

- 1.2.1** the rules of interpretation contained in Clause 1 (*Interpretation*) of the Pension Scheme Deed shall apply to the construction of this Deed;
- 1.2.2** any reference to the "Security Trustee", the "Chargor", or any other person shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests; and
- 1.2.3** (unless otherwise stated) references in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed.

1.3 Third party rights

- 1.3.1** Unless expressly provided to the contrary in this Deed a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 1.3.2** Notwithstanding any term of this Deed, the consent of any person who is not a party hereto is not required to rescind or vary this Deed at any time.

1.4 Inconsistency

In the event of any inconsistency arising between any of the provisions of this Deed and the Pension Scheme Deed, the provisions of the Pension Scheme Deed shall prevail.

1.5 Deed

It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to pay

The Chargor hereby covenants with the Security Trustee that it will on demand pay or procure to be paid to the Security Trustee all amounts in respect of the Secured Obligations as and when they fall due in accordance with their terms.

2.2 Interest on demands

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis on behalf of the Security Trustee at the rate of 2 per cent. per annum of the base rate of the Bank from time to time.

3. FIXED CHARGE

The Chargor hereby charges with full title guarantee in favour of the Security Trustee as security for the payment and discharge of the Secured Obligations, by way of first fixed charge all the Chargor's right, title and interest from time to time (both present and future) in and to the Account and the Related Rights.

4. PERFECTION OF SECURITY

4.1 Notices of charge: Accounts held with third parties

The Chargor shall, immediately following execution of this Deed and promptly upon the request of the Security Trustee from time to time, in respect of the Account, deliver to the Bank with a copy to the Security Trustee (or procure delivery of) a notice of charge (substantially in the form set out in Schedule 1 (*Form of Notice of Charge over Account*)) duly executed by or on behalf of the Chargor (which the Security Trustee shall countersign) and shall within ten business days of the date of this Deed deliver to the Security Trustee the acknowledgement to the notice signed on behalf of the Bank.

5. FURTHER ASSURANCE

5.1 Necessary action

The Chargor shall at its own expense take all such action as is available to it (including making all filings and registrations) as the Security Trustee or any Receiver may properly consider expedient for the purpose of the creation, perfection, protection, confirmation or maintenance of any security created or intended to be created in favour of the Security Trustee or any Receiver by or pursuant to this Deed.

5.2 Implied covenants for title

The obligations of the Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

5.3 Value of security

The Chargor shall not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the security created or intended to be created by this Deed.

6. NEGATIVE PLEDGE AND DISPOSALS

6.1 Security

The Chargor shall not, at any time during the subsistence of this Deed, create or permit to subsist any Security over all or any part of the Charged Property.

6.2 No disposal of interests

The Chargor shall not (and shall not agree to) at any time during the subsistence of this Deed, except as permitted pursuant to this Clause 6:

6.2.1 execute any conveyance, transfer or assignment of, or other right to use, all or any part of the Charged Property; or

6.2.2 create any legal or equitable interest in, or over, or otherwise relating to, all or any part of the Charged Property; or

6.2.3 do, or omit to do, any other act or thing which may, in each case, adversely affect the value of any of the Charged Property or the ability of the Security Trustee to exercise any of the Collateral Rights; or

6.2.4 assign or otherwise dispose of any interest in the Charged Property.

7. REPRESENTATIONS AND WARRANTIES

The Chargor represents to the Security Trustee on the date of this Deed and on each day prior to the release of the security constituted by this Deed in accordance with Clause 17.1 (*Redemption of security*) that:

7.1.1 the Account is the subject of an appropriate mandate in form and content reasonably satisfactory to the Security Trustee which shall be irrevocable until such time as each of the Security Trustee and the Chargor shall otherwise agree;

7.1.2 no party (other than the Security Trustee) has any rights of set-off or counterclaim in respect of the Account;

- 7.1.3** none of the Charged Property is the subject of any claim, assertion, right, action or other restriction or arrangement of whatever nature which does or may impinge upon the ownership of the Charged Property by the Chargor;
- 7.1.4** it is a limited liability company, duly incorporated and validly existing under English law;
- 7.1.5** it has the power to own its assets and carry on its business as it is being conducted;
- 7.1.6** it has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed;
- 7.1.7** no limit on its powers will be exceeded as a result of the grant of this Deed;
- 7.1.8** all authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed have been obtained or effected (as appropriate) and are in full force and effect;
- 7.1.9** the entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with its constitutional documents, any document binding upon it, or any law or regulation applicable to it; and
- 7.1.10** the obligations expressed to be assumed by it in this Deed are legal, binding, valid and enforceable obligations.

8. ACCOUNT

8.1 Account: notification and variation

The Chargor, during the subsistence of this Deed:

- 8.1.1** shall maintain the Account; and
- 8.1.2** shall not, without the Security Trustee's prior written consent, such consent not to be unreasonably withheld or delayed (save where there would be in the Security Trustee's reasonable opinion a materially adverse effect on the security created under this Deed or the Pension Scheme Deed), permit or agree to any variation of the rights attaching to the Account or close the Account.

8.2 Account: operation

At all times during the subsistence of this Deed, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on the Account except with the prior written consent of the Security Trustee.

8.3 Account: application of monies

Upon the occurrence of an Enforcement Event or this security otherwise becoming enforceable pursuant to Clause 9.1 (*Enforcement*), the Security Trustee shall be entitled without notice to apply, transfer or set off any or all of the credit balances from time to time on the Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 13 (*Application of monies*).

9. ENFORCEMENT OF SECURITY

9.1 Enforcement

At any time after the occurrence of an Enforcement Event, the security created by or pursuant to this Deed is immediately enforceable and the Security Trustee may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

9.1.1 enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property (including, without limitation, the exercise of all or any of the rights described in Clause 8.3 (*Account: application of monies*)); and

9.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the LPA (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

9.2 No liability as mortgagee in possession

Neither the Security Trustee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or (save in the case of wilful default or gross negligence) be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable.

9.3 Right of appropriation

To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")) the Security Trustee shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be the amount standing to the credit of the Account, together with any accrued but unposted interest, at the time the right of appropriation is exercised. The parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

9.4 Effect of moratorium

The Security Trustee shall not be entitled to exercise its rights under Clause 9.1 (*Enforcement*) or Clause 11.1 (*Appointment and removal*) (other than Clause 11.1.4) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

10. EXTENSION AND VARIATION OF THE LPA

10.1 Extension of powers

The power of sale or other disposal conferred on the Security Trustee and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the LPA and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

10.2 Restrictions

The restrictions contained in Sections 93 and 103 of the LPA shall not apply to this Deed or to the exercise by the Security Trustee of its right to consolidate all or any of the Charges with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Security Trustee without notice to the Chargor on or at any time after the occurrence of an Enforcement Event.

10.3 Transfer of Security

10.3.1 At any time after the occurrence of an Enforcement Event, the Security Trustee may:

- (a) redeem any prior Security against any Charged Property; and/or
- (b) procure the transfer of any such Security to itself; and/or
- (c) settle and pass the accounts of the prior mortgagee or chargee; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

10.3.2 The Chargor shall pay to the Security Trustee immediately on demand the costs and expenses incurred by the Security Trustee in taking any action contemplated by Clause 10.3.1, including the payment of any principal or interest.

10.4 Suspense account

If the Charges are enforced at a time when no amount is due under the Pension Scheme Deed but at a time when amounts may or will become due, the Security Trustee (or any Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

11. APPOINTMENT OF RECEIVER

11.1 Appointment and removal

After the occurrence of an Enforcement Event, or if a petition or application is presented for the making of an administration order in relation to the Chargor, or if any person who is entitled to do so gives written notice of its intention to appoint an administrator of the Chargor or files such a notice with the court or if requested to do so by the Chargor, the Security Trustee may by deed or otherwise (acting through an authorised officer of the Security Trustee), without prior notice to the Chargor:

- 11.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Charged Property;
- 11.1.2 appoint two or more Receivers of separate parts of the Charged Property;
- 11.1.3 remove (so far as it is lawfully able) any Receiver so appointed; and
- 11.1.4 appoint another person(s) as an additional or replacement Receiver(s).

11.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 11.1 (*Appointment and removal*) shall be:

- 11.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;
- 11.2.2 for all purposes shall be deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Security Trustee; and
- 11.2.3 entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified by the LPA).

11.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Security Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Security Trustee in respect of any part of the Charged Property. Except as provided in Clause 9.4 (*Effect of moratorium*), any restriction imposed by law on the right of a mortgagee to appoint a receiver (including under section 109(1) of the LPA) does not apply to this Deed.

12. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to

exercise, in relation to the Charged Property (and any assets of the Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

- 12.1.1** all the powers conferred by the LPA on mortgagors and on mortgagees in possession and on receivers appointed under the LPA;
- 12.1.2** all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 12.1.3** all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and
- 12.1.4** the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral Rights (including realisation of all or any part of the Charged Property) or (c) bringing to his hands any assets of the Chargor forming part of, or which when got in would be, Charged Property.

13. APPLICATION OF MONIES

All monies received or recovered by the Security Trustee or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers; and secondly shall be applied by the Security Trustee in or towards payment of or provision for the Secured Obligations in accordance with the Pension Scheme Deed, and thereafter (subject to clause 10.3) the surplus (if any) to the Chargor or other person entitled to it.

14. PROTECTION OF PURCHASERS

14.1 Consideration

The receipt of the Security Trustee or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property or making any acquisition, the Security Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

14.2 Protection of purchasers

No purchaser or other person dealing with the Security Trustee or any Receiver shall be bound to inquire whether the right of the Security Trustee or such Receiver to exercise

any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Trustee or such Receiver in such dealings.

15. POWER OF ATTORNEY

15.1 Appointment and powers

The Chargor by way of security irrevocably appoints the Security Trustee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

15.1.1 carrying out any obligation imposed on the Chargor by this Deed (including the completion, execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property); and

15.1.2 enabling the Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial owner of the Charged Property) and (without prejudice to the generality of the foregoing) to execute as a deed or under hand and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may reasonably deem proper in or for the purpose of exercising any of such rights, powers, authorities and discretions.

15.2 Exercise of power of attorney

The Security Trustee may only exercise the power of attorney granted pursuant to Clause 15.1 (*Appointment and powers*) after the occurrence of an Enforcement Event.

15.3 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the lawful exercise or purported exercise of all or any of his powers.

15.4 Security Trustee's power to remedy breaches

If at any time the Chargor fails to perform any of the covenants contained in this Deed it shall be lawful for the Security Trustee, but the Security Trustee shall have no obligation, to take such action on behalf of the Chargor (including, without limitation, the payment of money) as may in the Security Trustee's reasonable opinion be required to ensure that such covenants are performed. Any losses, costs, charges and expenses incurred by the Security Trustee in taking such action shall be reimbursed by the Chargor on demand.

16. EFFECTIVENESS OF SECURITY

16.1 Continuing security

16.1.1 The Charges shall remain in full force and effect as a continuing security for the Secured Obligations unless and until the Secured Obligations have been irrevocably and unconditionally discharged in full.

16.1.2 No part of the security from time to time intended to be constituted by the Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

16.2 Cumulative rights

The Charges and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Trustee may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Trustee (whether in its capacity as trustee or otherwise) over the whole or any part of the Charged Property shall merge into the security constituted by this Deed.

16.3 Remedies and waivers

No failure on the part of the Security Trustee to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

16.4 No liability

None of the Security Trustee, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Deed or (b) any neglect or default (save for gross neglect or wilful default) in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property.

16.5 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

16.6 Waiver of defences

Neither the obligations of the Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any of the Charges (without limitation and whether or not known to it or any Secured Party) including:

- 16.6.1 any time, waiver or consent granted to, or composition with, any person; or
- 16.6.2 the release of any person under the terms of any composition or arrangement with any creditor of the Employers; or
- 16.6.3 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, any person or 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; or
- 16.6.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person; or
- 16.6.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature) or replacement of this Deed or any other related document or security or of the Secured Obligations (including, without limitation, any increase to the Secured Obligations as may be agreed by the parties from time to time); or
- 16.6.6 any unenforceability, illegality or invalidity of any obligation of any person under this Deed or any other related document or security or of the Secured Obligations; or
- 16.6.7 any insolvency or similar proceedings.

16.7 Immediate recourse

The Chargor waives any right it may have of first requiring the Security Trustee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

16.8 Deferral of rights

Until such time as the Secured Obligations have been discharged in full, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- 16.8.1 to be indemnified by an Associated Employer;
- 16.8.2 to claim any contribution from any guarantor of the Chargor's obligations under this Deed.

17. RELEASE OF SECURITY

17.1 Redemption of security

Subject to the terms of the Pension Scheme Deed, upon the Secured Obligations being irrevocably and unconditionally discharged in full, the Security Trustee shall, at the request and cost of the Chargor, release and cancel the security constituted by this Deed, subject to Clause 17.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

17.2 Avoidance of payments

If the Security Trustee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under, and the security created by, this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

18. SET-OFF

18.1 The Chargor authorises the Security Trustee (but the Security Trustee shall not be obliged to exercise such right) to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Security Trustee to the Chargor. If the Security Trustee does exercise this right it must promptly notify the Chargor of the set-off that has been made.

19. ASSIGNMENT

19.1 The Security Trustee may assign and transfer all or any of its rights and obligations under this Deed to a successor trustee under the Pension Scheme Deed. The Security Trustee shall be entitled to disclose such information concerning the Chargor and this Deed as the Security Trustee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law. In the case of confidential information any disclosure shall be on appropriate terms as to confidentiality.

19.2 The Chargor may not assign any rights it has under this Deed.

20. NOTICES

The provisions of clause 12 (*Notices*) of the Pension Scheme Deed shall apply to this Deed.

21. DISCRETION AND DELEGATION

21.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Trustee or any Receiver may, subject to the terms and conditions of the Pension Scheme Deed, be exercised or made in its absolute and unfettered discretion.

21.2 Delegation

Each of the Security Trustee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Security Trustee or the Receiver itself. Save in the case of gross negligence and wilful neglect, neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

22. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

23. GOVERNING LAW

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

24. JURISDICTION OF ENGLISH COURTS

24.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed) (a "Dispute").

24.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

THIS DEED has been signed on behalf of the Security Trustee and executed as a deed by the Chargor and is delivered by it on the date specified above.

SCHEDULE 1
FORM OF NOTICE OF CHARGE OVER ACCOUNT

To: HSBC Bank plc (the "Account Bank")

[address of account bank]

Dated: 2017

Dear Sirs

Re: SMITHS GROUP PLC - Security over Bank Account

Name of Account	Account number and sort code
Smiths Group plc SUURB	Account number: [REDACTED] Sort code: 400 [REDACTED]

We hereby give you notice that Smiths Group plc (the "Chargor") has charged (by way of first fixed charge) to The Law Debenture Pension Trust Corporation p.l.c. as trustee of the TI Group Unapproved Pension Scheme (the "Security Trustee"), pursuant to an account charge entered into between the Chargor and the Security Trustee dated [●] 2017, all its right, title and interest in and to the account with you listed above (the "Account") including all monies from time to time standing to the credit of the Account (and the debts represented thereby).

We hereby irrevocably authorise and instruct you:

1. to hold all monies from time to time standing to the credit of the Account to the order of the Security Trustee and to pay or release all or any part of those monies to the Security Trustee (or as it may direct) promptly following receipt of written instructions from the Security Trustee to that effect;
2. to comply with the terms of any written notice or instruction relating to the Account received by you from the Security Trustee, provided that you are not obliged to comply with such instructions, if due to circumstances which are not within your direct control, you are unable to comply with such instructions or to comply with such instructions would breach a court order or be contrary to law or regulation;
3. to pay or release any sum standing to the credit of the Account in accordance with the written instructions of the Security Trustee;
4. to disclose to the Security Trustee any information relating to the Account which the Security Trustee may from time to time request you to provide;

5. not to permit, unless the Security Trustee so authorises in writing, withdrawals from the Account; and
6. to provide written statements to the Security Trustee, and in the case of the Chargor, access to statements in relation to the Account on a quarterly basis as at 31 March, 30 June, 30 September and 31 December each year.

We also advise you that:

7. the provisions of this notice may only be revoked or varied with the prior written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee at Fifth floor, 100 Wood Street, London EC2V 7EX marked for the attention of Mr Charles Morgan (with a copy to the Chargor) by way of your confirmation that:

- 7.1 you agree to act in accordance with the provisions of this notice;
- 7.2 other than maintenance costs and charges (which are to be paid directly by the Chargor), no other fees or periodic charges are payable in respect of the Account
- 7.3 so far as you are aware, and subject to your obligations in respect of financial crime, anti-money laundering and sanctions, there are no restrictions on (i) the payment of the credit balance on the Account (except, in the case of a time deposit, the expiry of the relevant period or where such payment would breach any law or regulation applicable to you) or (ii) the assignment or charging of the Account to the Security Trustee or any successor trustee;
- 7.4 you have not received notice of any previous assignments of, charges over or trusts in respect of, the Account and you will not, without the Security Trustee's consent (i) exercise any rights of counterclaim, combination, consolidation or set-off which you may have in respect of the Account and/or the debts represented by it or (ii) amend or vary any rights attaching to the Account;
- 7.5 you will act only in accordance with the instructions given by any two of the Security Trustee's authorised signatories from time to time; and
- 7.6 you will send all statements and other notices given by us relating to the Account to the Security Trustee.

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

Yours faithfully

For and on behalf of

SMITHS GROUP PLC

The Chargor

Counter-signed by

THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C.

the Security Trustee

and trustee of the TI Group Unapproved Pension Scheme

Dated:

2017

[On acknowledgement copy]

To: **THE LAW DEBENTURE PENSION TRUST CORPORATION P.L.C.**
Fifth floor, 100 Wood Street, London EC2V 7EX
(the "Security Trustee")

Copy to: **SMITHS GROUP PLC**

Dated: [*]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs 6.1 to 6.4 above.

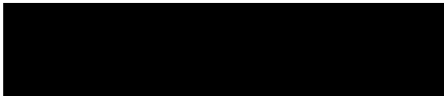
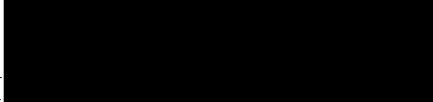

For and on behalf of
HSBC BANK PLC
as Account Bank

SIGNATURES

The Chargor

EXECUTED as a DEED
by SMITHS GROUP PLC

)
)


Director

Director


The Security Trustee

EXECUTED as a DEED
by
THE LAW DEBENTURE PENSION TRUST
CORPORATION PLC
as trustee of the
TI Group Unapproved Pension Scheme
By:

)
)
)
)

.....

SIGNATURES

The Chargor

EXECUTED as a DEED)
by SMITHS GROUP PLC)

.....
Director

.....
Director/Secretary

The Security Trustee

EXECUTED as a DEED)
by)
THE LAW DEBENTURE PENSION TRUST)
CORPORATION PLC)
as trustee of the
TI Group Unapproved Pension Scheme
By:

