

MG01

Particulars of a mortgage or charge



104896/13

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 for

You cannot use this form to register
particulars of a charge on a
company. To do this, use form
MG01s

WEDNESDAY



A13

A18Q2TUF
04/05/2011
COMPANIES HOUSE

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ase

uk

1 Company details

Company number 1 1 0 6 2 6 0

Company name in full Renishaw Plc (the "Company")

For official use

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 d1 d5 m0 m4 y2 y0 y1 y1

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 Legal Mortgage (the "Deed")

4 Amount secured

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

Amount secured See Continuation Sheet

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 Peter Louis Bowler, Gareth John Hankins, Richard John Price and

Address

Postcode

Name Benjamin Roller Taylor as Trustees of the Renishaw Pension Fund (the "Chargee")

Address c/o New Mills, Wotton-under-Edge, Gloucestershire

Postcode

G L I 2 8 J R

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

See Continuation Sheet

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

8 Delivery of instrument

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 870).


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 866). 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).

9 Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

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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 **Jeremy Benson**

Company name **Burges Salmon LLP**

Address **One Glass Wharf**

Post town **Bristol**

County/Region

Postcode

B	S	2			0	Z	X
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Country

DX **7829 Bristol**

Telephone **0117 939 2000**



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ 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 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

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Particulars of a mortgage or charge by an overseas company

4	<h3>Amount secured</h3>
	<p>Please give us details of the amount secured by the mortgage or charge</p>
<p>Amount secured</p>	<p>1 By clause 2 1 of the Deed the Company has covenanted that it will pay to the Chargee</p> <p>1 1 contributions of such amount at such time as required by the Recovery Plan to ensure that by midnight on 1 November 2016 it has made good the Recovery Plan Deficit,</p> <p>1 2 on demand by the Chargee following the occurrence of insolvency event (as defined in section 121 of the Pensions Act 2004) in relation to the Chargor, the Deficit, (the "Secured Obligations")</p> <p>in each case, provided that</p> <p>(a) the quantum of the Recovery Plan Deficit or Deficit (as appropriate) has been ascertained and notified to the Company in accordance with the 2009 Recovery Plan, and</p> <p>(b) the Chargee shall not make any double-recovery as between the Secured Obligations secured under the Deed and either (a) the Secured Obligations secured under the Standard Security and/or (b) the Secured Obligations secured under the Floating Charge, whether by way of enforcing its security granted under the Deed or otherwise by holding the Company to account for its payment obligations under all or any of this Deed, the Standard Security and/or the Floating Charge</p> <p>For the purposes of Section 4 and 6 of this form MG01</p> <p>"Agreement" means the agreement dated 15 April 2011 between the Company and the Chargee relating to the Renishaw Pension Plan 2009 Recovery Plan</p> <p>"Deficit" means the shortfall at the date on which an Enforcement Event occurs between the value of the Fund's assets and the Contingent Asset Technical Provisions (as defined in the Recovery Plan), being £35 million as at 29 September 2006 projected forward to the relevant calculation date in line with the Recovery Plan (with interest accumulated at 5% per annum)</p> <p>"Enforcement Event" means</p> <p>(a) the failure by the Company to make good the Recovery Plan Deficit by midnight on 1 November 2016, or</p> <p>(b) an insolvency event (as defined in Section 121 of the Pensions Act 2004) occurs in relation to the Company prior to midnight on 1 November 2016</p> <p>"Floating Charge" means the floating charge granted by the Company to the Chargee on or about the date of the Deed in accordance with the terms of the Agreement</p> <p>"Fund" means the Renishaw Pension Fund</p> <p>"Material Adverse Effect" means a material adverse effect in the reasonable opinion of the Chargee on the ability of the Company to perform its obligations under or otherwise comply with the terms of this Deed or the Recovery Plan or the value or marketability of the Charged Assets</p> <p>"Receiver" means one or more receivers or managers appointed, or to be appointed, under this Deed in respect of the Charged Assets or any part of them</p> <p>"Recovery Plan" means the recovery plan prepared by the Chargee to satisfy the requirement of section 226 of the Pension Act 2004 that the Fund must have sufficient and appropriate assets to cover its technical provisions in respect of the actuarial valuation of the Fund as at 29 September 2006</p> <p>"Recovery Plan Deficit" means the shortfall at the date on which an Enforcement Event occurs between the value of the Fund's assets and the Recovery Plan Technical Provisions (as defined in the Recovery Plan as at 29 September 2006), being £24 million as at 29 September 2006 projected forward to the relevant calculation date in line with the Recovery Plan (with interest accumulated at 5% per annum)</p> <p>"2009 Recovery Plan" means the Recovery Plan for the purposes of section 226 Pensions Act 2004 agreed by the Chargee and the Company in response to an actuarial valuation of the Fund as at 30 September 2009</p> <p>"Security" means any mortgage, charge, pledge, lien, hypothecation assignment by way of security, trust arrangement for the purpose of providing security or other security interest relating to the Charged Assets in any jurisdiction</p> <p>"Standard Security" means the standard security granted by the Company to the Chargee on or about the date of the Deed in accordance with the terms of the Agreement</p>

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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

- 1 Under clause 3 of the Deed the Company with full title guarantee has charged to the Chargee as a continuing security for payment and discharge of the Secured Obligations
- 1 1 By way of first legal mortgage the following freehold leasehold or commonhold land comprised in the Charged Assets and any estate or interest in, and any right privilege power or immunity or any interest or remedy of any kind whether it is personal or proprietary attaching to or relating to the Charged Assets and any buildings fixtures and fittings (including trade fixtures and fittings) and any other equipment attached to situated on or forming part of the Charged Assets
- 1 2 By way of first fixed charge any right privilege power or immunity or any interest or remedy of any kind whether it is personal or proprietary which it now has or which it obtains at any time in the future in any existing or future policies of insurance relating to the Charged Assets
- 2 Pursuant to the Deed the Company has covenanted not without the prior consent in writing of the Chargee Assets or any estate or interest in it or grant any lease, part with possession or share occupation of the whole or any part of the Charged Assets or not without the prior consent in writing of the Chargee (not to be unreasonably withheld or delayed save where such actions would have a Material Adverse Effect) confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof (or agree to do any of these things) where such actions would have a Material Adverse Effect or permit any person
- 2 1 to be registered jointly with the Company or otherwise as proprietor under the Land Registration Act 2002 of the Charged Assets nor create or permit to arise any overriding interest affecting the same within the definition in those Acts, or
- 2 2 to become entitled to any right, easement, covenant, interest or other title encumbrance which would adversely affect the value or marketability of the Charged Assets
- 3 By clause 5 1 of the Deed the Company has covenanted that it will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Chargee may require from time to time in order to
- (a) ensure that it has an effective first-ranking charge by way of legal mortgage over the Charged Assets, and
- (b) facilitate the realisation of the Charged Assets or the exercise of any rights held by the Chargee or any Receiver under or in connection with the Charged Assets
- 4 By clause 15 1 of the Deed the Company by way of security irrevocably appoints the Chargee and any Receiver severally to be its attorney
- (a) to do anything which the Chargor is obliged to do under clause 3 and clauses 5 1 and 5 2 of the Deed, and
- (b) to exercise any of the Rights conferred on the attorney by clause 3 and clauses 5 1 and 5 2 of the Deed or by law

For the purposes of Section 4 and 6 of this form MG01

"Charged Assets" means

SNFA Bearings Limited Site

Wotton Road
Wotton-under-Edge

County / District / London Borough	Address / Description	Title Number
Gloucestershire	Land at Charfield, Wotton-under-Edge	GR77660

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Gloucestershire	Land known as SNFA Bearings Ltd, Wotton Road, Charfield, Wotton-under-Edge	GR294194
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Woodchester

Bath Road
Woodchester
Stroud
Gloucestershire
GL5 5RY

Registered Land

County / District / London Borough	Address / Description	Title Number
Gloucestershire	Land on east side of Bath Road, Woodchester	GR97097
Gloucestershire	Land on east side of Bath Road, Woodchester	GR229384

Stonehouse

Stroudwater Business Park
Brunel Way
Stonehouse
Gloucestershire
GL10 3SX

Registered Land

County / District / London Borough	Address / Description	Title Number
Gloucestershire	Land on the south side of Brunel Way, Stonehouse	GR203130

New Mills

New Mills
Wotton-Under-Edge
Gloucestershire
GL12 8JR

Registered Land

County / District / London Borough	Address / Description	Title Number
Gloucestershire	New Mills, Wotton-Under-Edge GL12 8JR	GR310919

"Material Adverse Effect" means a material adverse effect in the reasonable opinion of the Chargee on the ability of the Company to perform its obligations under or otherwise comply with the terms of this Deed or the Recovery Plan or the value or marketability of the Charged Assets

"Security" means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest relating to the Charged Assets in any jurisdiction



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1106260
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 15
APRIL 2011 AND CREATED BY RENISHAW P L C FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO PETER LOUIS BOWLER, GARETH JOHN
HANKINS, RICHARD JOHN PRICE AND BENJAMIN ROLLER
TAYLOR AS TRUSTEES OF THE RENISHAW PENSION FUND
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 4 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MAY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES