

MR01

Particulars of a charge

233027

26



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 there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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.



A29 31/10/2013 #133
COMPANIES HOUSE

1 Company details

Company number 08241004
Company name in full Tomkins BP UK Holdings Limited

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 02/05/2013

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 Citicorp USA, Inc as Collateral Agent

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

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

N/A

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Allen & Avery LLP* 30/10/13 X

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

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Jon Fox

Company name Allen & Overy LLP

Address One Bishops Square

Post town

Country/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



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: 8241004

Charge code: 0824 1004 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2013 and created by TOMKINS BP UK HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st October 2013.

Given at Companies House, Cardiff on 5th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

PD

Except for material redacted pursuant to s8596 of the Companies Act 2006 I certify that this is a correct copy of the original document.

Allen & Overly LLP

One Bishop's Square
London E1 6AD

United Kingdom
28 October 2013

EXECUTION VERSION

DEED OF ACCESSION

THIS DEED is dated 25 October 2013

BETWEEN:

- (1) **TOMKINS BP UK HOLDINGS LIMITED** (registered number 08241004) with its registered office at Pinnacle House First Floor, 17-25 Hartfield Road, Wimbledon, London, England, SW19 3SE (the **Additional Chargor**);
- (2) **TOMKINS LIMITED** (registered number 00203531) with its registered office at Pinnacle House First Floor, 17-25 Hartfield Road, Wimbledon, London, England, SW19 3SE (the **Parent**), and
- (3) **CITICORP USA, INC.** as agent and trustee for the Secured Parties (as defined in the Credit Agreement) (the **Collateral Agent**).

BACKGROUND.

- (A) The **Additional Chargor** is a wholly-owned Subsidiary of Tomkins Finance Limited
- (B) The **Additional Chargor** has agreed to enter into this Deed and to become a **Chargor** under the Security Agreement (as defined below). The **Additional Chargor** will also, by execution of a separate instrument, become a party to the Junior Lien Intercreditor Agreement as a **Grantor**.
- (C) 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

Terms defined in the security agreement dated 18 November 2010 between the **Collateral Agent** and the **Original Chargor** (the **Security Agreement**) have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a **Collateral Document** under the Credit Agreement.

2. ACCESSION

With effect from the date of this Deed the **Additional Chargor**:

- (a) will become a party to the Security Agreement as a **Chargor**; and
- (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a **Chargor**

3. SECURITY

- (a) Paragraphs (b) to (k) below apply without prejudice to the generality of Clause 2 (Accession) of this Deed.

- (b) All this Security
- (i) is created in favour of the Collateral Agent;
 - (ii) is security for the payment, discharge and performance of all the Secured Liabilities; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) The Collateral Agent holds the benefit of this Deed on trust for the Secured Parties
- (d) The fact that no or incomplete details of any Security Asset are inserted in the schedule to this Deed does not affect the validity or enforceability of this Security.
- (e) The Additional Chargor charges by way of a first legal mortgage all estates and interests in the Material Real Property (if any) specified in the schedule to this Deed (Security Assets) under the heading **Material Real Property** and/or which is designated in writing as Material Real Property by the Additional Chargor and acknowledged by the Collateral Agent. A reference in this Subclause to a mortgage or charge of any freehold or leasehold property includes.
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Additional Chargor in respect of that property or any moneys paid or payable in respect of those covenants but shall exclude any leasehold properties where the consent of a third party is required for such mortgage or charge unless and until such consent is obtained (and, prior to an Event of Default which is continuing, no Chargor shall be obliged to obtain or investigate the possibility of obtaining any such third party consent).
- (f) The Additional Chargor charges by way of a first equitable mortgage its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf (if any) specified in the schedule to this Deed (Security Assets) under the heading **Investments**. A reference in this Subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:
- (i) any dividend, interest or other distribution paid or payable in relation to it;
 - (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (iii) any right against any clearance system, and
 - (iv) any right under any custodian or other agreement.
- (g) The Additional Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession (if any) specified in the schedule to this Deed (Security Assets) under the heading **Plant and Machinery**.
- (h) The Additional Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or

on its behalf or in which it has an interest (if any) specified in the schedule to this Deed (Security Assets) under the heading **Insurances**.

- (i) The Additional Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights (if any) specified in the schedule to this Deed (Security Assets) under the heading **Other Contracts** in respect of:
 - (i) any agreement to which it is a party except to the extent that it is subject to.
 - (A) any fixed security created under any other term of this Clause; or
 - (B) any Critical Transfer Restriction;
 - (ii) any letter of credit issued in its favour; and
 - (iii) any bill of exchange or other negotiable instrument held by it.
- (j) The Additional Chargor charges by way of a first fixed charge, all of its rights in respect of all know-how, patent, trade mark, service mark, design, business name, topographical or similar right; including the patents and trademarks (if any) specified in the schedule to this Deed (Security Assets) under the heading **Specific Intellectual Property Rights**
- (k) The Additional Chargor charges by way of first fixed charge all of its rights in respect of any amount standing to the credit of the Restricted Account (if any) details of which are set out in the schedule to this Deed (Security Assets) under the heading **Relevant Accounts** and the debt represented by it.

4. MISCELLANEOUS

With effect from the date of this Deed:

- (a) the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed),
- (b) any reference in the Security Agreement to this Deed and similar phrases will include this Deed and all references in the Security Agreement to Schedule 1 (or any part of it) will include a reference to the schedule to this Deed (or relevant part of it), and
- (c) the Parent, as agent for each of the Chargors, agrees to all matters provided for in this Deed.

5. LAW

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

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SCHEDULE
SECURITY ASSETS
MATERIAL REAL PROPERTY

Property Interest	Title Number	Proprietor

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

RELEVANT ACCOUNTS

INVESTMENTS

PLANT AND MACHINERY

INSURANCES

OTHER CONTRACTS

SIGNATORIES

The Additional Chargor

**EXECUTED as a DEED by
TOMKINS BP UK HOLDINGS
LIMITED**

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In the presence of:

Witness's signature

Name: Linda Selub

Address: 4380 S Monaco Denver CO 80237

The Parent

**EXECUTED as a DEED by
TOMKINS LIMITED
(as agent
for each of the Chargors
party to the Security Agreement
referred to in this Deed)
acting by John Zimmerman**

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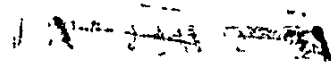
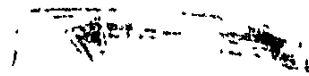
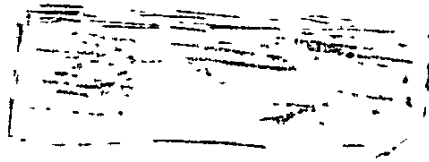
)

In the presence of:

Witness's signature

Name: Linda Selub

Address: 4380 S Monaco St, Denver CO 80237



The Collateral Agent

**EXECUTED as a DEED by
CITICORP USA, INC.**

By:

A large black rectangular redaction box covering the signature area.

SARAH TERNER