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**COMPANIES FORM No. 395**

**Particulars of a mortgage or charge**

**395**

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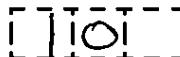
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



1106260

Name of company

\* RENISHAW PLC (the "Company")

Date of creation of the charge

18 July 2007

(12 JULY 2007)

Description of the instrument (if any) creating or evidencing the charge (note 2)

Standard Security (the "Deed")

Amount secured by the mortgage or charge

See Appendix I

Names and addresses of the mortgagees or persons entitled to the charge

The Trustees of the Renishaw Pension Fund, New Mills, Wotton-under-Edge, Gloucestershire (the "Chargee")

Postcode GL12 8TR

Presentor's name address and reference (if any)

Burges Salmon LLP  
Narrow Quay House  
Narrow Quay  
Bristol  
BS1 4AH

For official Use (02/00)  
Mortgage Section

Post room

FRIDAY



A43

\*AP4WQRL1\*

27/07/2007

COMPANIES HOUSE

684

Time critical reference

Short particulars of all the property mortgaged or charged

See Appendix 2

Please do not  
write in  
this margin

*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Buzes Sulmon LLP*

Date

*25 July 2007*

On behalf of ~~XXXXXX XXXXXX~~ [chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)*

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

**Form M395**  
**Particulars of Mortgage or Charge**  
**(Continuation)**

**RENISHAW PLC**

**(No. 1106260)**

**THE TRUSTEES OF THE RENISHAW PENSION FUND**

**APPENDIX 1**

**Amount secured by the mortgage or charge**

- 1 1 Under clause 2 1 of the Deed the Company undertakes to the Chargee to pay and discharge the Secured Obligations in the manner provided in or contemplated by the statutory provisions, agreements, deeds or instruments pursuant to which such obligations arise

**RENISHAW PLC**

(No. 1106260)

**THE TRUSTEES OF THE RENISHAW PENSION FUND**

**APPENDIX 2**

Short particulars of all the property mortgaged or charged

**1 FIXED CHARGES**

- 1 1 Under clause 2 1 of the Deed the Company has granted a Standard Security in favour of the Chargee over ALL and WHOLE the Charged Assets. The Standard Conditions specified in Schedule 3 to the Act shall apply except to the extent that the same are varied by the provisions of the Deed which shall apply in addition to the provisions in said Schedule 3 (and to the extent that the provisions of the Deed are inconsistent with the provisions on the said Schedule 3, the provisions of the Deed shall prevail and be given effect)

**2 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALING WITH CHARGED ASSETS**

- 2 1 The Company has covenanted that it will not
- (a) create (or attempt to create) or permit or suffer to subsist any security in respect of, arise on or affect any Charged Asset other than the Security created by the Deed,
  - (b) effect a Disposal

**3 FURTHER ASSURANCE**

- 3 1 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 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) create, perfect or protect any security intended to be created by the Deed, and
  - (b) facilitate the realisation of the Charged Assets or the exercise of any right or discretion exercisable by the Chargee in respect of the Charged Assets
- 3 2 The actions referred to in clause 2 3 2 of the Deed shall include (a) the execution of any transfer, conveyance or assignment of the Charges Assets whether to the Chargee or its nominee or (b) the giving of any notice, order or direction and the making of any registration, which, in any such case, the Chargee may think expedient

**4 POWER OF ATTORNEY**

- 4 1 Under clause 5 5 of the Deed the Company, by way of security, has irrevocably appointed the Chargee to be its attorney to do anything which the Company is obliged to do under clause 2 3 of the Deed
- 4 2 The Company has ratified and confirmed and has agreed to ratify and confirm all acts and things which the Company as attorney shall do or purport to do in the exercise of its powers under clause 5 5 1 of the Deed

**RENISHAW PLC**

(No. 1106260)

**THE TRUSTEES OF THE RENISHAW PENSION FUND**

**DEFINITIONS**

**Definitions**

For the purposes of Appendices 1 and 2 of this Form 395, the following definitions shall have the following meanings

"**Act**" means the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being,

"**Charged Assets**" means the interest in land more particularly described in Part 1 of the Schedule,

"**Chargee**" means Peter Louis Bowler, Gareth John Hankins, David Easton Stoddart, and Benjamin Roller Taylor as Trustees of the Renishaw Pension Fund,

"**Disposal**" means the sale, transfer, assignation, lease or other disposal of the Charged Assets,

"**Schedule**" means the Schedule in 3 parts annexed and executed as relative to the Deed,

"**Secured Obligations**" means the obligations of the Company to pay contributions of any amount at any time in accordance with the Recovery Plan so that by midnight on 30 September 2016 it has made good the Deficit,

"**Security**" means any mortgage, standard security, 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,

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## COMPANIES FORM No. 398

# 398

### Notice of registration in Scotland or Northern Ireland of a charge comprising property situate there

CHFP025

Please do not  
write in  
this margin

Pursuant to section 398(4) of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf)

Company number

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

1106260

Name of company

\* insert full name  
of company

\* RENISHAW PLC

I Trilby Kate Rees

of Burges Salmon LLP, Narrow Quay House, Narrow Quay, Bristol BS1 4AH

§ give date and  
parties to charge

certify that the charge § dated 12 July 2007 and made between Renishaw Plc as Chargor and the Trustees of the Renishaw Pension Fund as Chargee

of which a true copy is annexed to this form was presented for registration on 18 July 2007

in [Scotland] ~~XXXXXXXXXX~~

† delete as  
appropriate

Signed

*Trilby Rees*

Date

25 July 2007

Presentor's name address and  
reference (if any)

Burges Salmon LLP  
Narrow Quay House  
Narrow Quay  
Bristol  
BS1 4AH  
7829 Bristol

For official Use  
Mortgage Section

Post room

## Notes

The address for the Registrar of Companies is -

Companies House  
Crown Way  
Cardiff  
CF14 3UZ



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 01106260

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STANDARD SECURITY WHICH WAS PRESENTED FOR REGISTRATION IN SCOTLAND ON THE 12/07/07 AND DATED THE 12th JULY 2007 AND CREATED BY RENISHAW P L C FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE 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 XII OF THE COMPANIES ACT 1985 ON THE 27th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th AUGUST 2007.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES