

# MG01

## Particulars of a mortgage or charge



848165/13

**IRIS**  
LASERFORM

**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  
particulars of a charge for  
company. To do this, please  
use form MG01s

WEDNESDAY



\*A12Q9WUY\*  
A02 15/02/2012 #108  
COMPANIES HOUSE

**1 Company details** For official use

Company number: 0 5 1 1 3 8 2 0

Company name in full: Regenersis plc  
(the "Pledgor")

**Filing 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: d3 d1 m0 m1 y2 y0 y1 y2

**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: Novated Pledge on Shares Agreement (the "Agreement")

**4 Amount secured**

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

Amount secured: 1 All present and future monies, obligations and liabilities whatsoever, whether actual or contingent and whether owed jointly or severally, whether as principal, surety or in any other capacity whatsoever, which are now or which may at any time be due, owing or incurred and/or outstanding by any member of the Group (as defined in the Restated Facility Agreement) and by each Debtor (as defined in the Security Trust Deed) towards the Security Agent and/or towards the Secured Parties (as defined in the Security Trust Deed) or any validly appointed transferee or assignee or replacement or successor of the Security Agent and/or the Secured Parties (as defined in the Security Trust Deed) under or in connection with any of the Secured Documents, including, for the avoidance of doubt and without limitation, any obligation relating to an increase of the amounts made available to the Original Borrowers under the Restated Facility Agreement ("Secured Obligations")  
  
(see continuation sheet)

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

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<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	HSBC Bank plc (as "Security Agent")	
Address	8 Canada Square	
	London	
Postcode	E 1 4 5 H Q	
Name		
Address		
Postcode		

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 The Pledgor creates a moveable mortgage (Romanian Ipoteca Mobiliara) over the Charged Shares in favour of the Security Agent, as security for the complete satisfaction of any and all Secured Obligations up to the Secured Amount, in accordance with the provisions of the New Civil Code and of the Agreement (the "Mortgage") The Security Agent accepts such Mortgage,</p> <p>2 The Security shall constitute (initially) a second ranking security over the Charged Shares and will be converted automatically into a first ranking security upon deregistration of the first ranking security created over the Charged Shares pursuant to the Existing Share Pledge Agreement,</p> <p>3 The Security shall be in addition to, and independent of, every other security interest which the Security Agent may now, or hereafter, hold for any of the Secured Obligations, and</p> <p>4 Nothing contained within the Agreement is intended to, or shall operate so as to, prejudice or affect any guarantee, mortgage, pledge, charge or other security of any kind whatsoever which the Security Agent may have for the Secured Obligations or any right, remedy or privilege of the Security Agent under the Secured Documents or any applicable laws in Romania</p> <p>(see continuation sheet)</p>	

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<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	N/A	
<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 870)</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 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)</p>	
<b>9</b>	<b>Signature</b> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Caterley W</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 Kim McKenzie

Company name Gateley LLP

Address One Eleven

Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode 

B	3		2	H	J	
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Country United Kingdom

DX 13033 Birmingham 1

Telephone 0121 234 0182



### 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@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)

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Particulars of a mortgage or charge

<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The Parties have agreed that amount secured by the Security created pursuant to the Agreement shall not exceed GBP 26,000,000 (twenty six million pounds) (the "Secured Amount") consisting of.</p> <p>(1) the principal amount of GBP 20,000,000 (twenty million pounds), and</p> <p>(11) an additional amount of GBP 6,000,000 (six million pounds), representing a good-faith estimate of the maximum of all other monies owed or potentially owed to the Secured Parties (as defined in the Security Trust Deed) under or in connection with the Secured Documents, including without limitation, any interest, fees, charges, costs, commissions or any other expenses incurred by the Secured Parties under the Restated Facility Agreement and this Agreement, including without limitation to any and all costs incurred by the Secured Parties with the enforcement of the Agreement</p>	

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**Definitions**

"Charged Shares" means the Shares, the Related Rights, as well as all shares or other interest whatsoever which may substitute the Shares whether by operation of law or otherwise now or hereafter,

"Company" means Regeneris Bucharest S R.L registered with the Bucharest Commercial Register, under No J40/12052/2002, sole registration code 15042519),

"Debtor" has the same meaning as defined in the Security Trust Deed;

"Existing Shares" means any and all of the shares (Romania parti sociale) owned by the Pledgor in the Company, respectively a total number of 320 shares, with a nominal value of RON 10 00 each and an aggregate nominal value of RON 3,200, representing 100% of the entire share capital of the Company, together with all rights and interest attached thereto

"Future Shares" means any and all future shares, together with all the rights and interests attached thereto, or other rights that will be issued to and/or acquired by the Pledgor in the share capital of the Company This definition also includes the Existing Shares if, following an increase of the share capital the number of shares remain unchanged but the value of the shares increases due to the increased share capital,

"New Civil Code" means Law no 287 of 2009, regarding the Civil Code, as further amended,

"Original Borrower" has the same meaning as defined in the Restated Facility Agreement,

"Related Rights" means any and all pecuniary rights, benefits and claims associated with the Shares, both present and future, in particular, but not limited to, each and all of the Pledgor's rights to demand payment (or other distribution) of amounts owed to said Pledgor at present or in the future by virtue of said Pledgor being the holder of the Shares, and, consequently, the said Pledgor's right to collect such payments (or other distribution), whereby this shall include, without limitation the right to receive (a) dividends in relation to the Shares, (b) any compensation in case of termination and/or withdrawal of a shareholder, (c) any compensation in case of any nationalisation, seizure, requisition or expropriation of the Shares, (d) share premium in case of capital increase, (e) any shares received in exchange for the Shares, as a result of the Pledgor/the Company entering into any merger, de-merger, amalgamation, other corporate reconstruction of any similar nature, as well as (f) any rights, moneys, property accruing or offered at any time in relation to the Shares by way of redemption, substitution, exchange, under option right or any transfer of Shares or otherwise, as the case may be, for the avoidance of doubt, "Related Rights" also covers the "proceeds" (Romanian produse), within the meaning given to such term by 2392 of the New Civil Code,

"Restated Facility Agreement" means the facility agreement originally dated 11 May 2011 as restated pursuant to the amendment and restatement agreement dated 31 January 2012 between, amongst others, (1) the Security Agent and (2) the Pledgor,

"Secured Amount" has the meaning ascribed under Clause 3.3 of the Agreement;

"Security Documents" means the Debt Documents as such term is defined in the Security Trust Deed,

"Security Trust Deed" means the security trust deed dated 12 May 2011 and entered

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

Please give the short particulars of the property mortgaged or charged

Short particulars

into between (1) HSBC Bank plc and (2) the Pledgor and others as amended by a deed of amendment dated 24 October 2011 and 31 January 2012,

"Shares" means the Existing Shares and the Future Shares



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

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

**COMPANY NO. 5113820  
CHARGE NO. 11**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A NOVATED PLEDGE ON SHARES  
AGREEMENT DATED 31 JANUARY 2012 AND CREATED BY  
REGENERSIS PLC FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM ANY MEMBER OF THE GROUP AND BY  
EACH DEBTOR TO HSBC BANK PLC (AS SECURITY AGENT)  
AND/OR THE SECURED PARTIES ON ANY ACCOUNT  
WHATSOEVER 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 15 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 FEBRUARY  
2012

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