

MR01

Particulars of a charge



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 MF

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 scanned and placed on the public record

THURSDAY

RCS 19/12/2013 #176
COMPANIES HOUSE

1 Company details

Company number 0 5 1 1 3 8 2 0

Company name in full REGENERIS PLC

1 5 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 d0 d4 m1 m2 y2 y0 y1 y3

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 HSBC BANK PLC (AS SECURITY 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

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 *Cratney LLP* X

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

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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 Ruth Heaton

Company name Gateley LLP

Address One Eleven

Edmund Street

Post town Birmingham

County/Region West Midlands

Postcode B 3 2 H J

Country United Kingdom

DX 13033 Birmingham 1

Telephone 0121 234 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: 5113820

Charge code: 0511 3820 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th December 2013 and created by REGENERISIS PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2013.

DX

Given at Companies House, Cardiff on 6th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CERTIFIED TRUE COPY OF THE ORIGINAL
Gateley LLP

AMENDMENT TO THE
NOVATED PLEDGE ON SHARES AGREEMENT
with respect to shares issued by
Regenersis Bucharest S.R.L.

between

HSBC BANK PLC
(as Security Agent)

and

REGENERSIS PLC
(as Pledgor)

and

REGENERSIS BUCHAREST S.R.L
(as Company)

This **AMENDMENT TO THE NOVATED PLEDGE ON SHARES AGREEMENT** (this "**Amendment Agreement**"), has been entered into on 4 December 2013 between:

- (1) **Regenersis PLC**, a public limited company, duly incorporated under the laws of England and Wales, with the No. 05113820, having its registered headquarters at United Kingdom, registered with number 05113820 and having its registered office at 4th Floor, 32 Wigmore Street, London W1U 2RP, United Kingdom, duly represented by Mr. Jog Dhody, in his capacity as director, as pledgor (the "**Pledgor**"),
- (2) **HSBC BANK PLC**, a company duly incorporated under the laws of England and Wales, registered with Companies House under No. 00014259, having its registered office at 8 Canada Square, London, E14 5HQ, duly represented by _____, in his/her capacity as _____ and by _____, in his/her capacity as _____, as security agent (the "**Security Agent**"), and
- (3) **Regenersis Bucharest S.R.L.**, a limited liability company, duly incorporated and operating under the jurisdiction of Romania, registered with the Bucharest Commercial Registry, under no. J40/12052/2002, sole registration code 15042519, with headquarters at 92F Timisoara Blvd., Corp C2 and C23, 6th District, Bucharest, Romania, duly represented by Mr Alexandru - Remus Capatina, in its capacity as attorneys-in-fact (the "**Company**"),

(the Pledgor, the Security Agent and the Company are referred to, collectively, as the "**Parties**", and each of the Pledgor, the Security Agent and the Company are referred to individually as a "**Party**")

WHEREAS:

- (A) By a facility agreement dated 11 May 2011, as amended and restated on 31 January 2012, as further amended on 30 November 2012, 21 December 2012 and 16 April 2013, entered into by and between HSBC Bank Plc, as mandated lead arranger, agent and Security Agent, the financial institutions listed in Part II of Schedule I of the facility agreement, as original lenders, the Pledgor, as parent and the subsidiaries of the Pledgor listed in Part I (*The Original Obligors*) of Schedule I (*The Original Parties*) of the facility agreement (including the Company), as original borrowers and original guarantors (the "**Original Facility Agreement**"), the Original Lenders have agreed, *inter alia*, to make available to the Original Borrowers (as defined in the Facility Agreement) a multicurrency revolving credit facility of GBP 20,000,000 for the purpose stated under clause 3 of the Original Facility Agreement and in accordance with the terms and conditions set forth therein;
- (B) Pursuant to an amendment and restatement agreement dated _____ December 2013 related to the Original Facility Agreement, the parties thereof have agreed, *inter alia*, to increase the amount of the facility provided under the Original Facility Agreement from GBP 20,000,000 to GBP 30,000,000, and to extend the maturity date of the Original Facility Agreement (the "**Restated Facility Agreement**"),
- (C) The Security Agent (acting as agent, arranger, security agent and lender), the Pledgor (as parent) and the subsidiaries of the Pledgor (including the Company) (as original guarantors) have entered into a security trust deed dated 12 May 2011 in connection with the Finance Documents (as defined in the Facility Agreement), as amended by a deed of amendment dated 24 October 2011 and on 31 January 2012 (the "**Security Trust Deed**");
- (D) Pursuant to the Security Trust Deed, the Security Agent has been appointed as an agent of the Secured Parties (as defined in the Security Trust Deed) in accordance with article 164 of law no. 71 of 2011 for the application of law no 287 of 2009, regarding the Civil Code, as amended to date

(the "**Application Law**") with the right to exercise any and all rights of the Secured Parties in relation to the Security under this Agreement;

- (E) The Parties have concluded a pledge agreement dated 19 May 2011, as further novated on 31 January 2012 (the "**Novated Pledge on Shares Agreement**"), pursuant to which the Pledgor established a pledge over a number of 320 shares held by the Pledgor in the Company, with a nominal value of RON 10 each and an aggregate nominal value of RON 3,200, representing, at the time of conclusion of the Novated Pledge Agreement, 100% of the entire share capital of the Company, together with all rights and interest attached thereto, as well as over the Future Shares and Related Rights (as such terms are defined in the Novated Pledge on Shares Agreement);
- (F) By resolution of the Company dated 2 May 2012, as registered with the Trade Registry 29 May 2012, the Company has increased its share capital and thus, the number of its shares up to 10,000 shares, (the "**Share Capital Increase**") and the Share Capital Increase qualifies as an issue of "Future Shares" in the Company, under the meaning given to this term under the Novated Pledge on Shares Agreement,
- (G) Further to the Share Capital Increase, the Pledgor currently holds a number of 10,000 shares, with a nominal value of RON 10 each and an aggregate nominal value of RON 100,000, representing 100% of the share capital of the Company;
- (H) For the purpose of, *inter alia*, securing the increased, amended and restated obligations under the Restated Facility Agreement and for reflecting that the shares issued as a result of the Share Capital Increase currently fall within the scope of the share pledge as "*Existing Shares*" (under the meaning given to this term under the Novated Pledge on Shares Agreement), rather than "*Future Shares*" (under the meaning given to this term under the Novated Pledge on Shares Agreement), the Parties have agreed to execute this Amendment Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Interpretation

Defined terms Whenever used in this Amendment Agreement, unless the context otherwise requires, the terms defined in the Novated Pledge on Shares Agreement and the Facility Agreement have the same meaning herein

2. Amendment

- 2.1. As of the date hereof, the definition of the "**Existing Shares**" contained in Clause 1.1 of the Novated Pledge on Shares Agreement shall be amended and shall be read as follows. "*means any and all of the shares (Romanian parti sociale) owned by the Pledgor in the Company, respectively a total number of 10,000 shares, with a nominal value of RON 10.00 each and an aggregate nominal value of RON 100,000, representing 100% of the entire share capital of the Company, together with all rights and interest attached thereto*"
- 2.2. As of the date hereof, the definition of the "**Secured Documents**" contained in Clause 1.1 of the Novated Pledge on Shares Agreement shall be amended and shall be read as follows "*means the Debt Documents (as such term is defined under the Security Trust Deed), which for the avoidance of doubt, include the Restated Facility Agreement*".

- 2.3 As of the date hereof, clause 3.3. contained in the Novated Pledge on Shares Agreement shall be amended and shall be read as follows "The Parties have agreed that amount secured by the Security hereby created shall not exceed GBP 39,000,000 (thirty nine million pounds) (the "Secured Amount") consisting of (i) the principal amount of GBP 30,000,000 (thirty million pounds); and (ii) an additional amount of GBP 9,000,000 (nine 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 this Agreement."
- 2.4 As of the date hereof, all references in the Novated Pledge on Shares Agreement to the "Restated Facility Agreement" shall be deemed to refer to the Restated Facility Agreement as such term is defined in this Amendment Agreement
- 2.5 As of date hereof, all references in the Novated Pledge on Shares Agreement to the "Agreement" shall be deemed references to the Novated Pledge on Shares Agreement, as amended by this Amendment Agreement (except for reference in last phrase of Clause 3.1 herein)
- 2.6. The rest of the provisions of the Novated Pledge on Shares Agreement shall remain unchanged.

3. Registration

The Pledgor and the Company undertake that:

- 3.1 within three (3) Business Days of the date hereof, file with the Electronic Archive a Registration Notice in relation to the Amendment Agreement and within three (3) Business Days thereafter the Security Agent shall provide the Pledgor with proof of such filing and registration which is satisfactory to the Security Agent, for the avoidance of doubt, the shares issued upon the Share Capital Increase to the benefit of Pledgor are pledged, as Future Shares, in favour of the Security Agent from the date of the Novated Pledge on Shares Agreement, irrespective of completion of any additional formalities mentioned under the Novated Pledge on Shares Agreement and this Amendment Agreement, notwithstanding anything to the contrary, all such formalities mentioned under the Novated Pledge on Shares Agreement are considered to be fully satisfied in relation to the shares issued as a result of the Share Capital Increase and neither Pledgor or the Company have or will have any liability or obligation (other than herein stated) towards the Security Agent in connection therewith.
- 3.2 within three (3) Business Days of the date hereof deliver to the Security Agent an extract of the Company's shareholders' registry certified by the directors of the Company and evidencing the registration of the first ranking security interest created over the Charged Shares, in accordance with the terms of this Amendment Agreement;
- 3.3. upon the date of execution of this Amendment Agreement, provide the Security Agent with a resolution of the Company's sole shareholder approving: (i) the Company's entry into, performance and delivery inter alia of the transaction contemplated under this Amendment Agreement and the Restated Facility Agreement (including the amendment and restatement agreement relating to the Restated Facility Agreement), and (ii) the transfer of the Charged Shares (or a part thereof) towards any third party, as well as the free registration of any

purchaser of the Charged Shares (or any part thereof) in the Company's shareholders registry and with the relevant Romanian authorities, public registries and other bodies, as new shareholder, in case of enforcement of the Novated Pledge on Shares Agreement (as amended by this Amendment Agreement) by the Security Agent;

- 3.4. to register the resolution of the Company's sole shareholder referred to in Clause 3.3 above with the public authorities, in accordance and within the term provided by the law; and
- 3.5. within 30 days following the date of Amendment Agreement, amend the articles of association on the Company in order to reflect that the Pledgor has changed the address of its registered office to the address indicated herein and to register this change with the Trade Registry.

4. Representations and Warranties

- 4.1. The representations and warranties made by the Pledgor and the Company under Section VIII (*Representations and Warranties*) of the Novated Pledge on Shares Agreement have remained true and correct and are hereby repeated on the date of this Amendment Agreement and shall be further repeated in accordance with Clause 8.3 of the Novated Pledge on Shares Agreement.
- 4.2. Without prejudice to the representations and warranties made by the Pledgor and the Company in accordance with Clause 4.1 hereto, each of the Pledgor and the Company hereby represent and warrant to the Security Agent that it has the necessary capacity to enable it to enter into and perform its obligations under this Amendment Agreement and all consents, approvals, filings, licences, authorisations, registrations and the like required in connection with creation and perfection of this Amendment Agreement have been obtained to make the Amendment Agreement valid, binding and enforceable in accordance with the terms of this Amendment Agreement.

5. Negotiation

The Parties agree and acknowledge that this Amendment Agreement was negotiated by all Parties in full knowledge and understanding of its legal and commercial effects and that none of the provisions of this Amendment Agreement can be deemed a standard clause in the meaning of Article 1202 of the Romanian Civil Code

6. Miscellaneous

- 6.1. Effectiveness This Amendment Agreement shall be effective upon its execution.
- 6.2. Severability. The invalidity or unenforceability of any part of this Amendment Agreement shall not prejudice or affect the validity or enforceability of the remainder.
- 6.3. Language and Copies This Amendment Agreement is executed in three (3) originals in English language, 1 (one) original for the Security Agent, one (1) original for the Company and 1 (one) original for the Pledgor

7. Governing Law and Dispute Resolution

- 7.1. This Amendment Agreement shall be governed by and construed in all respects in accordance with the laws of Romania
- 7.2. Any disputes arising in connection with this Amendment Agreement shall be finally settled by the competent courts in Romania

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IN WITNESS WHEREOF, THE PARTIES HERETO, HAVE EXECUTED THIS AGREEMENT IN COUNTERPARTS BY THEIR DULY AUTHORISED REPRESENTATIVES, THIS AGREEMENT BEING EFFECTIVE ON THE DAY AND YEAR OF THE LAST SIGNATURE HERETO

HSBC Bank PLC

Signature _____

Name: _____

Capacity:

Signature _____

Name: _____

Capacity:

REGENERSIS PLC

Signature _____

Name: Jog Dhody

Capacity: Director

REGENERSIS/BUCHAREST S.R.L.

Signature: _____

Name: Alexandru - Remus Capatina

Capacity: Attorney-in-fact