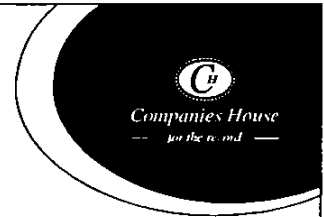


115724/13

In accordance with  
Section 860 of the  
Companies Act 2006

# MG01

## Particulars of a mortgage or charge



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**  
You cannot use this form  
particulars of a charge fo  
company To do this, plea  
form MG01s

F WEDNESDAY



RCS 04/01/2012 #257  
COMPANIES HOUSE  
A0SSGTS  
A59 23/12/2011 #63  
COMPANIES HOUSE

### 1 Company details

Company number 07708636

Company name in full REG GOONHILLY LIMITED (the "Chargor")

→ **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 d1 d9 m1 m2 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 Debenture dated 19 December 2011 between the Chargor and the Lender (as defined below) (the  
"Debenture")

### 4 Amount secured

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

Amount secured Please see continuation page entitled "Amount Secured"

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

MG01

Particulars of a mortgage or charge

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

Name THE CO-OPERATIVE BANK P L C (registered number 00990937),

Address P O Box 101, 1 Balloon Street, Manchester (the "Lender")

Postcode M 6 0 4 E P

Name

Address

Postcode

Continuation page

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

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

Please see continuation page entitled "Short particulars of all the property mortgaged or charged"

MG01

Particulars of a mortgage or charge

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

N/A

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

*M J Shreeves*  
Member, British UCL

X

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

# MG01

## 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 **GXH MPST/COO47 185**

Company name **Brodies LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 H A**

Country **United Kingdom**

DX **DX ED10**

Telephone **0131 228 3777**



### 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 [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

# MG01 - continuation page

## 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	<p>1 1 2 9 all present and future book debts of the Chargor,</p> <p>1 1 2 10 all of its rights in respect of any patents, utility models, copyright, registered and unregistered rights in designs, registered and unregistered trade and service marks, rights in passing off and database rights in each case now or in the future held by the Chargor (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of ordinary application for such rights,</p> <p>1 1 2 11 all the Chargor's rights in relation to trade secrets, confidential information and know-how in any part of the world,</p> <p>1 1 2 12 the benefit of all warranties, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to the Chargor in respect of the assets comprised within a mortgage, fixed charge or assignment by way of security created pursuant to Clause 3 of the Debenture (narrated in this paragraph 1 of these form MG01 continuation pages),</p> <p>1 1 2 13 any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>1 1 2 14 its goodwill and uncalled capital for the time being,</p> <p>1 1 2 15 the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Secured Property,</p> <p>1 1 2 16 the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in Clause 3 1 2 15 of the Debenture (narrated at paragraph 1 1 2 15 of these form MG01 continuation pages),</p> <p>1 2 The Chargor with full title guarantee assigned to the Lender in the Debenture all of its rights in respect of any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it To the extent that they are not effectively assigned under Clause 3 2 of the Debenture (narrated in this paragraph 1 2 of these form MG01 continuation pages), the Chargor charged by way of first fixed charge all of its rights under each such agreement and instrument to which it is a party</p> <p>1 3 The Chargor, with full title guarantee (and so far as relating to property, assets, undertaking or rights located in Scotland or otherwise governed by Scots law, with absolute warrandice) charged in the Debenture by way of a first floating charge (i) all of its property (including uncalled capital), assets, undertaking and rights whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Debenture and (ii) all of its property (including uncalled capital), assets, undertaking and rights located in Scotland or otherwise governed by Scots law</p> <p>1 4 The Lender may at any time following the occurrence of an Event of Default which is continuing by notice to the Chargor convert the floating charge created by the Chargor under the Debenture into a fixed charge over any of the Secured Property specified in that notice and the floating charge will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge, if</p>

## PROFORMA

Company Number 07708636

Company Name REG GOONHILLY LIMITED

Contact Name/ Organisation BRODIES LLP, ELLEN MCINTYRE

Address BRODIES LLP, 15 ATHOLL CRESCENT, EDINBURGH, EH3 8HA

- The following details will need to be added, amended or deleted to the Form MG01/LL MG01/MG01s/LL MG01s/OS MG01/MG09/LL MG09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☒

Short particulars of all the property mortgaged or charged ☒

Date charge presented (applies to MG09/LL MG09) ☐

Date of execution (applies to MG09/LL MG09) ☐

Date and parties to the charge (applies to MG09/LL MG09) ☐

Jurisdiction (applies to MG09/LL MG09) ☐

Floating charge statement (applies to MG01s/LLMG01s/OSMG01) ☐

- The following details will need to be added, amended or deleted to the Form MG06/LL MG06/MG06s/LL MG06s

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of creation of charge	<input type="checkbox"/>
Description	<input type="checkbox"/>
Date of acquisition	<input type="checkbox"/>
Amount secured	<input type="checkbox"/>
Mortgagee(s) or person(s) entitled to the charge	<input type="checkbox"/>
Short particulars of all the property mortgaged or charged	<input type="checkbox"/>

- The following details will need to be added, amended or deleted to the Form MG07/MG07s/LLMG07/LLMG07s/OSMG04

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of covering deed	<input type="checkbox"/>
Total amount secured	<input type="checkbox"/>
Date of present issue	<input type="checkbox"/>
Amount of present issue	<input type="checkbox"/>
Date of resolution	<input type="checkbox"/>
Name of Trustee(s)	<input type="checkbox"/>
General description of property	<input type="checkbox"/>
Floating charge statement (applies to MG07s/LLMG07s/OSMG04)	<input type="checkbox"/>

(Please give the instructions in the box below)

Please see attached PDF document entitled 'REG GOONHILLY LIMITED (07708636) – AMOUNT SECURED & COMPLETE SHORT PARTICULARS' which contains the details to be added to the Form MG01.



**MG01 - continuation page**  
**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	
<b>Amount secured</b>	<p>The Chargor, as primary obligor and not merely as surety, covenanted to the Lender in the Debenture that it will pay, implement, fulfil and discharge the Secured Liabilities to the Lender when the same are due for payment or discharge (whether by acceleration or otherwise)</p> <p>If the Chargor fails to pay any amount under the Debenture when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Lender</p> <p>Capitalised terms appearing on this Form MG01 and continuation pages and not defined shall have the meaning ascribed thereto under the heading DEFINITIONS on the continuation page entitled "Short particulars of all of the property mortgaged or charged"</p>	

## MG01 - continuation page

### Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="355 454 1015 488">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="355 517 667 546"><b>1 CHARGING PROVISIONS</b></p> <p data-bbox="355 577 1393 640">1.1 The Chargor with full title guarantee charged to the Lender in the Debenture as a continuing security for the payment or discharge of the Secured Liabilities:</p> <p data-bbox="355 669 1426 822">1.1.1 by way of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use such property including any freehold or leasehold property specified in Schedule 1 of the Debenture, together with all present and future buildings and fixtures (including trade and tenants fixtures) which are at any time on or attached to the property, and</p> <p data-bbox="355 851 1433 913">1.1.2 (to the extent that they are not the subject of a mortgage under Clause 3.1 1 of the Debenture (narrated at paragraph 1 1.1 of these form MG01 continuation pages)) by way of first fixed charge.</p> <p data-bbox="355 943 1404 1005">1.1.2.1 all leases of easements including any leases of easements specified in Schedule 2 of the Debenture,</p> <p data-bbox="355 1034 1430 1126">1.1.2.2 all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives the Chargor a right to occupy or use property,</p> <p data-bbox="355 1155 1385 1218">1.1.2.3 the benefit of all other agreements relating to land which the Chargor is or may become party to or otherwise entitled,</p> <p data-bbox="355 1247 1433 1310">1.1.2.4 plant and machinery owned by the Chargor and its interest in any plant and machinery in its possession,</p> <p data-bbox="355 1339 1307 1402">1.1.2.5 all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned (at law or in equity) by it or held by any nominee on its behalf, and</p> <p data-bbox="355 1431 1426 1554">1.1.2.6 any dividend, interest or other distribution paid or payable or any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise accruing or payable in relation to any share, stock, debenture, bond, warrant, coupon or other security or investment,</p> <p data-bbox="355 1583 1414 1680">1.1.2.7 all rights and interests in and claims under all insurance contracts or policies or assurance contracts or policies held by or insuring to the benefit of the Chargor (including all money payable under them);</p> <p data-bbox="355 1709 1445 1832">1.1.2.8 all of its rights in respect of any amount standing to the credit of the Accounts and any bank account, cash at bank and credit balances (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest),</p>

## MG01 - continuation page

### 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	<p>1 1 2 9 all present and future book debts of the Chargor;</p> <p>1 1 2 10 all of its rights in respect of any patents, utility models, copyright, registered and unregistered rights in designs, registered and unregistered trade and service marks, rights in passing off and database rights in each case now or in the future held by the Chargor (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of ordinary application for such rights,</p> <p>1 1 2 11 all the Chargor's rights in relation to trade secrets, confidential information and know-how in any part of the world,</p> <p>1 1 2 12 the benefit of all warranties, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to the Chargor in respect of the assets comprised within a mortgage, fixed charge or assignment by way of security created pursuant to Clause 3 of the Debenture (narrated in this paragraph 1 of these form MG01 continuation pages),</p> <p>1 1 2 13 any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>1 1 2 14 its goodwill and uncalled capital for the time being,</p> <p>1 1 2 15 the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Secured Property;</p> <p>1 1 2 16 the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in Clause 3 1 2 15 of the Debenture (narrated at paragraph 1 1 2 15 of these form MG01 continuation pages),</p> <p>1.2 The Chargor with full title guarantee assigned to the Lender in the Debenture all of its rights in respect of any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it To the extent that they are not effectively assigned under Clause 3 2 of the Debenture (narrated in this paragraph 1 2 of these form MG01 continuation pages), the Chargor charged by way of first fixed charge all of its rights under each such agreement and instrument to which it is a party</p> <p>1.3 The Chargor, with full title guarantee (and so far as relating to property, assets, undertaking or rights located in Scotland or otherwise governed by Scots law, with absolute warrandice) charged in the Debenture by way of a first floating charge (i) all of its property (including uncalled capital), assets, undertaking and rights whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Debenture and (ii) all of its property (including uncalled capital), assets, undertaking and rights located in Scotland or otherwise governed by Scots law</p> <p>1 4 The Lender may at any time following the occurrence of an Event of Default which is continuing by notice to the Chargor convert the floating charge created by the Chargor under the Debenture into a fixed charge over any of the Secured Property specified in that notice and the floating charge will, without notice from the Lender, automatically be converted with immediate effect into a fixed charge, if</p>	

# MG01 - continuation page

## 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	<p>1 4 1 a third party takes a fixed charge in respect of such assets,</p> <p>1 4 2 the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,</p> <p>1 4 3 in respect of all of the Secured Property, if and when the Chargor ceases to carry on business or to be a going concern, or</p> <p>1 4 4 in respect of all of the Secured Property, on the making of an order for the compulsory winding up of the Chargor, on the convening of a meeting for the passing of a resolution for the voluntary winding up of the Chargor or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Chargor or any other person for the appointment of an administrator in respect of the Chargor</p> <p>1 5 The floating charge created under the Debenture may not be converted into a fixed charge:</p> <p>1.5.1 solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under Schedule A1 of the Insolvency Act 2000, or</p> <p>1.5.2 over any Secured Property situated in Scotland if, and to the extent that, a receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion.</p> <p>1 6 The floating charge created under the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.</p> <p>NOTE</p> <p>Any mortgage, fixed charge or other security created by the Chargor in favour of the Lender shall have priority over the floating charge created by the Debenture, except insofar as the Lender shall declare otherwise whether at or after the time of creation of such fixed security</p> <p>2 NEGATIVE PLEDGE</p> <p>2 1 Until the Secured Liabilities have been irrevocably and unconditionally repaid and discharged in full, the Chargor shall not, without the prior consent in writing of the Lender or as otherwise permitted by paragraph 3.3 of Part 10 of the Schedule (Undertakings) to the Facilities Agreement, create or attempt to create or permit to subsist any Security Interest in, over or in any way affecting any of the Secured Property</p> <p>2 2 The Chargor undertook in the Debenture that it will not without the prior consent in writing of the Lender or as otherwise expressly permitted by the Facilities Agreement</p>	

# MG01 - continuation page

## 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	<p>2.2 1 sell, transfer, assign, discount, factor, pledge, lease, charge or otherwise dispose of any of the Secured Property or any part thereof, or deal with the same otherwise than in accordance with the Debenture, or in the ordinary course of business for full value or on terms previously approved in writing by the Lender, and</p> <p>2.2 2 that in the event of the Lender consenting in writing to the Chargor entering into a lease of any part of the Secured Property it will not without the Lender's prior written consent terminate, accept a surrender of or in any way materially vary the terms of such lease nor agree, nor fix any rent on any review under the terms of the lease</p> <p>2.3 The Chargor undertook in the Debenture with the Lender that, for the duration of the Debenture, the Chargor will not do, or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security created by the Debenture</p> <p><b>DEFINITIONS</b></p> <p>In this form MG01 and continuation pages the following terms shall have the following meanings</p> <p>"Accounts" means</p> <p>(a) the Receipts Account,</p> <p>(b) the Debt Service Reserve Account,</p> <p>(c) the Maintenance Reserve Account, and</p> <p>(d) the Equity Cure Account</p> <p>"Receipts Account" means the receipts account opened and maintained by the Borrower with the Lender at the Manchester Balloon Street branch (sort code xx-xx-xx and account number xxxx).</p> <p>"Debt Service Reserve Account" means the debt service reserve account opened and maintained by the Borrower with the Lender at the Manchester Balloon Street branch (sort code xx-xx-xx and account number xx-xx-xx).</p> <p>"Maintenance Reserve Account" means the maintenance reserve account opened and maintained by the Borrower with the Lender at the Manchester Balloon Street branch (sort code xx-xx-xx and account number xxxx).</p> <p>"Equity Cure Account" means the equity cure account opened and maintained by the Borrower with the Lender at the Manchester Balloon Street branch (sort code xx-xx-xx and account number xxxx)</p> <p>"Cross Guarantee" means the cross guarantee granted or to be granted between the Chargor and each of the Guarantors and the Lender and in a form and substance satisfactory to the Lender</p> <p>"Default Rate" has the meaning given to it in the Facilities Agreement</p>	

# MG01 - continuation page

## 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	<p>"Event of Default" has the meaning given to it in the Facilities Agreement and shall include a breach by the Chargor of any of its obligations or undertakings pursuant to the Debenture.</p> <p>"Facilities Agreement" means the term loan facilities agreement entered into between the Chargor and Lender and dated on or around the date of the Debenture</p> <p>"Finance Document" means</p> <ol style="list-style-type: none"> <li>1 The Facilities Agreement,</li> <li>2 the Cross Guarantee,</li> <li>3 the Security Documents,</li> <li>4 the Hedging Documents, and</li> </ol> <p>any other document designated as such by the Lender and the Chargor</p> <p>"Group Facilities Agreements" means the Facilities Agreement and each of the facility agreements entered into on the same date as the Facilities Agreement between the Lender and each of REG High Haswell Limited, and REG Loscar Limited.</p> <p>"Group Finance Documents" means all of the Finance Documents as defined in each of the Group Facilities Agreements.</p> <p>"Guarantor" means each of (i) REG Goonhilly Limited, REG High Haswell Limited, REG Loscar Limited and REG Tranche 2 Holdings Limited for so long as they remain a guarantor under the Cross Guarantee and (ii) such other person which provides at the relevant time a guarantee and/or indemnity in favour of the Lender on account of the liabilities and obligations of the Chargor from time to time and includes for the avoidance of doubt and without limitation each person which provides a cost overrun guarantee in favour of the Lender.</p> <p>"Hedging Documents" means any interest rate hedging documents or arrangements entered into or to be entered into between the Chargor and the Lender pursuant to or in contemplation of the Facilities Agreement and includes, for the avoidance of doubt, any confirmation entered into by the Chargor and the Lender pursuant to such interest rate hedging documents or arrangements</p> <p>"Obligor" means the Chargor, each Guarantor (for so long as the Guarantor concerned has any actual or contingent liability under any guarantee or indemnity given in favour of the Lender under or in relation to the Facilities Agreement) and any person (including without limitation the Shareholder pursuant to the Share Charge) providing security from time to time over shares held by it in the Chargor or any of them</p>	

# MG01 - continuation page

## 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	<p>"Secured Liabilities" means the aggregate of all moneys and liabilities, whether of principal, interest, charges, commissions, costs (on a full indemnity basis) or otherwise in whatever currency which may now or at any time hereafter be due owing or incurred by the Chargor to the Lender in any manner whatsoever (including without prejudice to the generality of the foregoing under the terms of the Finance Documents) and whether actual or contingent and whether alone or jointly with others, as principal, cautioner, guarantor, surety or otherwise, and in whatever name or style, all costs, charges and expenses of any kind whatsoever including legal and other professional costs and charges incurred by the Lender from time to time in taking any steps whether by way of legal proceedings or otherwise to enforce any of the provisions of the Debenture such costs, charges and expenses to be payable in all cases on a full indemnity basis and so that any taxation of the Lender's legal costs, charges and expenses shall be on a solicitor and own client basis</p> <p>"Secured Property" means all assets, property and undertaking of the Chargor the subject of the Debenture including, without limitation, all or any part of the property (including uncalled capital), assets, undertaking and rights of the Chargor from time to time</p> <p>"Security" means a legal charge, mortgage, standard security, charge (whether fixed or floating), pledge, lien, assignation in security, assignment, hypothecation, security interest, title retention, right of set-off, right of possession or retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Security Documents" means those documents listed in each of the Parts 4 of the Schedules (Security Documents) of the Facilities Agreement to each of the Group Facilities Agreements together with any other document entered into by an Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Chargor under any of the Group Finance Documents</p> <p>"Security Interest" means any mortgage, legal charge, standard security, charge (whether fixed or floating), pledge, lien, assignment in security, assignation, hypothecation, security interest, title retention, right of set-off, right of possession or retention or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Capitalised terms appearing in this Form MG01 and continuation pages and not defined shall have the meaning ascribed thereto in the Facilities Agreement</p>	



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

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

**COMPANY NO. 7708636  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 19  
DECEMBER 2011 AND CREATED BY REG GOONHILLY LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO THE CO-OPERATIVE BANK PLC (LENDER)  
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 4 JANUARY  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 JANUARY 2012

27



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES