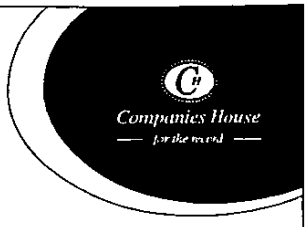
110765/13

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 for**
You cannot use this form to r particulars of a charge for a ' company To do this, please u form MG01s

FRIDAY

AW5E9VNG
A05 08/07/2011 69
COMPANIES HOUSE

1 Company details

For official use

Company number: 0 7 5 0 8 8 9 2

Company name in full: REG ROSKROW BARTON LIMITED (the "Chargor")

→ **Filling 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: d 3 d 0 m 0 m 6 y 2 y 0 y 1 y 1

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 30 June 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"

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"

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

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

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

Name	THE CO-OPERATIVE BANK P L C (registered number 00990937)
Address	PO Box 101, 1 Balloon Street, Manchester, (the "Lender")
Postcode	M 6 0 4 E P
Name	
Address	
Postcode	

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"

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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 [illegible] X

MEMBER FOR BROOKES UP

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

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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 CWC BS COO47 179

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

County/Region Midlothian

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 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

In accordance with Section 860 of the Companies Act 2006

MG01 - continuation page

Particulars of a mortgage or charge

4 Amount secured

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

Amount secured

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)

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

In accordance with Section 860 of the Companies Act 2006

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

1 CHARGING PROVISIONS

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

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

1 1 2 (to the extent that they are not the subject of a mortgage under Clause 3 1 1 of the Debenture) by way of first fixed charge

1 1 2 1 all leases of easements including any leases of easements specified in Schedule 2 of the Debenture,

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,

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,

1 1 2 4 plant and machinery owned by the Chargor and its interest in any plant and machinery in its possession,

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

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,

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 inuring to the benefit of the Chargor (including all money payable under them),

1 1 2 8 all of its rights in respect of any amount standing to the credit of 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),

1 1 2 9 all present and future book debts of the Chargor,

In accordance with Section 860 of the Companies Act 2006

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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

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,

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,

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,

1 1 2 13 any beneficial interest, claim or entitlement it has to any assets of any pension fund,

1 1 2 14 its goodwill and uncalled capital for the time being,

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,

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,

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, 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

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

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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 4 1 a third party takes a fixed charge in respect of such assets,

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,

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

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

1 5 The floating charge created under the Debenture may not be converted into a fixed charge

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

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

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

1 7 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, expect insofar as the Lender shall declare otherwise whether at or after the time of creation of such fixed security

2 NEGATIVE PLEDGE

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

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

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

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Particulars of a mortgage or charge

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Short particulars

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

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

DEFINITIONS

In this form MG01 and continuation pages the following terms shall have the following meanings

"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

"Default Rate" has the meaning to it in the Facilities Agreement

"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

"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

"Finance Document" means

1 The Facilities Agreement,

2 the Cross Guarantee,

3 the Security Documents,

4 the Hedging Documents, and

any other document designated as such by the Lender and the Chargor

"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 Pow Limited, REG High Sharpley Limited, REG Ramsey Limited, REG Roskrow Barton Limited

"Group Finance Documents" means all of the Finance Documents as defined in each of the Group Facilities Agreements

In accordance with Section 860 of the Companies Act 2006

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"Guarantor" means each of (i) REG Braich Ddu Limited, REG High Pow Limited, REG High Sharpley Limited, REG Ramsey Limited, REG Roskrow Barton Limited and REG Tranche 1 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

"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

"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

"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

"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

"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

"Security Documents" means those documents listed in each of the Parts 4 of the Schedules (Security Documents) 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

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Please give the short particulars of the property mortgaged or charged

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"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

"Shareholder" means REG Tranche 1 Holdings Limited, a company incorporated in England and Wales, registered number 7506566 and having its registered office at 2 Station View, Guildford, Surrey GU1 4JY

"Share Charge" means the share charge entered into or to be entered into by the Shareholder in favour of the Lender in respect of the entire issued share capital of the Chargor in a form approved by the Lender

Capitalised terms appearing in this Form MG01 and continuation pages and not defined shall have the meaning ascribed thereto in the Debenture or in the Facilities Agreement (as applicable)

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7508892
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 30 JUNE 2011 AND CREATED BY REG ROSKROW BARTON LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AS PRIMARY OBLIGOR TO CO-OPERATIVE BANK PLC 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 8 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2011

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES