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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

Pursuant to section 395 of the Companies Act 1985

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

Name of company

* REG BIO POWER UK LIMITED (the "Company")

Date of creation of the charge

30 December 2008

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All or any monies, liabilities and obligations, whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise, which are now or may at any time hereafter (whether before or at any time after demand) be or become due in any manner by the Company to the Secured Parties under the Facility Agreement and the other Finance Documents, and all or any monies, liabilities and obligations due by the Company under or pursuant to the Debenture (the "Secured Obligations")

See Paper Apart, Part II for definitions.

In this Form 395, any reference to a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated.

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

Bank of Scotland plc, The Mound, Edinburgh, EH1 1YZ as security trustee for the Secured Parties under and as defined in the Facility Agreement and its successor(s) as such Security Trustee (the "Security Trustee").

Postcode EH1 1YZ

Presenter's name address and
reference (if any):

McGrigors LLP
Princes Exchange
1 Earl Grey Street
Edinburgh
EH3 9AQ

1314028

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



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SP6QL6DH

09/01/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Paper Apart, Part I.

The Company shall not:

- (a) create or permit to subsist any Security Interest on any of its assets other than any Permitted Security; or
- (b) dispose of any of its assets other than any Permitted Disposal; or
- (c) carry out any similar activity set out in (a) or (b) above except with the prior consent of the Security Trustee.

The Security Trustee and the other Finance Parties shall perform any obligation to make further advances to the Company under the Finance Documents.

See Paper Apart, Part II for definitions

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

GLA Global LLP
John May

Date

9/1/9

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

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

† delete as appropriate

Notes

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

Paper Apart to Form 395

**REG Bio Power UK Limited (06360004) (the "Company")
and
Bank of Scotland plc (SC327000) (as "Security Trustee")**

Paper Apart, Part I

Description of property charged

1 FIXED SECURITY

1.1 Mortgages and Charges

With full title guarantee the following fixed security interests:

1.1.1 Shares

The Shares by way of first fixed charge.

1.1.2 Plant, machinery and chattels

By way of first fixed charge, all plant, machinery and other chattels now or hereafter owned by the Company, and the Company's interest in all plant, machinery and other chattels held by it under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by it to any other person, and any guarantees, indemnities and Security Interests for the performance of such person's obligations now or hereafter held or enjoyed by it in relation thereto.

1.1.3 Authorised Investments

By way of first fixed charge all authorised Investments now or hereafter owned by the Company or held by any nominee on its behalf.

1.1.4 Receivables

By way of first fixed charge (except to the extent the subject of a valid fixed Security Interest under any other provision of the Debenture), all Receivables together with the benefit of all guarantees, sureties, indemnities, Security Interests and other rights of any nature now or hereafter held or enjoyed by the Company in relation thereto.

1.1.5 Intellectual Property Rights

By way of first fixed charge, all Intellectual Property Rights now or hereafter owned by the Company (solely or with others), and the Company's interest in all Intellectual Property Rights now or hereafter held or used by it (solely or with others) under licence, sub licence, franchise or otherwise in any way together with the benefit of all licences, sub licences, franchises and other agreements or arrangements of any nature entered into by it in relation to the use by it or third parties of such Intellectual Property Rights.

1.1.6 Miscellaneous

By way of first fixed charge:

- (a) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by the Company in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder;
- (b) all sums, realised or recovered by any liquidator or administrator of the Company pursuant to Part VI of the Insolvency Act 1986;
- (c) the Company's goodwill; and
- (d) the Company's uncalled capital.

1.2 Assignments

1.2.1 Credit Balances

Absolutely by way of first fixed charge all monies, whether principal or interest, accrued or accruing, now or at any time hereafter deposited in or otherwise standing to the credit of each Account, and any other present or future account of the Company, with any bank, financial institution or other person and any replacement account thereof, the debts thereby represented, and all other rights and benefits in connection therewith.

1.2.2 Specified Agreements

Absolutely by way of security, the benefit of and the Company's whole present and future rights under the Specified Agreements and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Company under or in respect thereof and all the Company's present and future claims, rights, remedies and causes of action thereunder.

1.2.3 Insurances

Absolutely by way of security, the benefit of and the Company's whole present and future rights and claims under or in respect of all Insurances including without limitation, all rights to submit, negotiate and settle claims, and all monies now or hereafter payable thereunder, including return of premiums.

2 FLOATING CHARGE

Charge

With full title guarantee by way of first floating charge, the Company's whole undertaking, property, rights and assets, present and future, except to the extent they are effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under or pursuant to the Debenture (including any such property rights or assets comprised in a charge which is reconverted under clause 3.5 (*Reconversion*) of the Debenture), or any other mortgage, charge or assignment in favour of the Security Trustee.

Paper Apart, Part II

Definitions:-

"Accounts" means the accounts of the Company listed in schedule 3 to the Debenture and any interest of the Company in any replacement account or any sub division or sub-account of those Accounts;

"Borrower" means The Cornwall Light and Power Co. Limited, a company incorporated in England and Wales (Registered Number 02431173) and having its registered office at Eastgate Court, High Street, Guildford, Surrey, GU1 3DE;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee;

"Dividends" means all dividends, interest and other distributions of an income nature, paid or payable in respect of any Shares;

"Facility Agreement" means the agreement so called, dated 16 October 2007 (as amended and restated on 21 December 2007, amended on 8 February 2008, amended and restated on 27 June 2008, further amended on 13 October 2008 and amended and restated on or about the date of the Debenture) entered into among, *inter alia*, the Borrower and the Security Trustee, and as further amended, varied, supplemented or novated from time to time;

"Finance Document" means, to the extent that the same have been entered into and have not expired or been terminated or released in accordance with the terms of the Finance Documents, each of:

- (a) the Facility Agreement;
- (b) each Security Document;
- (c) any Hedging Agreement;
- (d) any Fee Letter;
- (e) any Accession Letter;
- (f) any Resignation Letter; and
- (g) any other document designated as such by the Agent and the Borrower,

each of (b) to (g) above as defined in the Facility Agreement.

"Finance Party" means the Agent, the Arranger, the Security Trustee, the Hedging Provider or a Lender, each as defined in the Facility Agreement;

"Insurances" means all policies or contracts of insurance or assurance now or hereafter effected by the Company or on its behalf or in which the Company has an interest during the term of the Debenture;

"Intellectual Property Rights" means all know-how, patents (including supplementary protection certificates), patent applications, trade marks, immunity trade marks, service marks, trade names, brand names, business names, registered and unregistered designs, database rights, copyright, trade secrets and knowhow and all other industrial and intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not) and including all applications for the same and all rights and causes of action in respect of infringement, past, present and future, of any of the foregoing;

"Investments" means:

- (a) all shares, stocks, bonds, debentures or other securities and investments of any kind; and
- (b) the Related Rights pertaining thereto;

"Permitted Disposal" has the meaning given to it in the Facility Agreement;

"Permitted Security" has the meaning given to it in the Facility Agreement;

"Receivables" means all book and other debts and monetary claims now or hereafter due or owing to the Company during the term of the Debenture;

"Receiver" means any one or more persons, individually or together with additional persons, appointed as an administrative receiver, receiver and manager or other receiver under or pursuant to the Debenture or the Security in respect of all or any part of the Security Assets;

"Related Rights" means in relation to the Shares:

- (a) all Dividends; and
- (b) all warrants, options, rights, property and distributions of a capital nature paid, payable, offered, issued or otherwise accruing by way of bonus, rights, redemption, substitution, preference, warrant, option or otherwise in respect thereof;

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate;

"Security" means all or any of the Security Interests now or at any time hereafter created by or pursuant to the Debenture;

"Security Assets" means all or any part of or interest in the undertaking, property, rights and assets of the Company which now or at any time hereafter are or are expressed to be the subject of any Security Interest created or attempted to be created by or pursuant to the Debenture;

"Security Interest" means any mortgage, charge, pledge, lien, retention of title arrangement (other than in respect of goods purchased in the ordinary course of business), hypothecation, encumbrance or security interest of any kind, or any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any hold back or flawed asset arrangement);

"Shares" means:

- (a) all present and future shares held by the Company in its Subsidiary or Subsidiaries being, at the date of the Debenture
 - (i) 100 ordinary shares of £1.00 each in Living Fuels Limited, a company incorporated in England and Wales (registered number 05531573) and having its registered office at Eastgate Court, High Street, Guildford, Surrey, GU1 3DE; and
 - (ii) 100 ordinary shares of £1.00 each in Living Power Limited, a company incorporated in England and Wales (registered number 05946946) and having its registered office at Eastgate Court, High Street, Guildford, Surrey, GU1 3DE, and
- (b) the Related Rights pertaining thereto;

"Specified Agreements" means, as at the date of the Debenture, none; and

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6360004
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30
DECEMBER 2008 AND CREATED BY REG BIO-POWER UK
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO 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 XII OF THE COMPANIES ACT 1985 ON THE 9 JANUARY
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JANUARY
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES