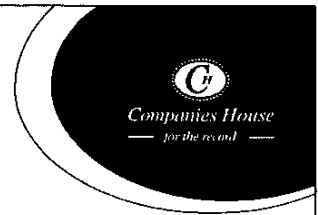


123637 / 13

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

THURSDAY



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11/10/2012

#132

COMPANIES HOUSE

1 Company details		1 For official use → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	0 7 7 0 5 5 7 0	
Company name in full	REG TRANCHE 3 HOLDINGS LIMITED (the "Chargor")	
2 Date of creation of charge		
Date of creation	d 0 2 m 1 0 y 2 0 y 1 2	
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	Share Charge between the Chargor and the Security Agent (as defined below) dated 2 October 2012 (the "Charge")	
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

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Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	The Co-operative Bank plc (registered number 00990937)	
Address	as agent and trustee for itself and each of the other Secured Parties, PO Box 101 1 Balloon Street, Manchester (the "Security Agent")	
Postcode	M 6 0 4 E P	
Name		
Address		
Postcode		

6	Short particulars of all the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Please see continuation page entitled "Short particulars of all the property mortgaged or charged"	

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>N/A</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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 198**

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 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

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	<p>The Chargor covenanted in the Charge to the Security Agent for itself and as security trustee for each of the Finance Parties that it will on demand in writing made to it pay or discharge the Secured Liabilities 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 Charge 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 Security Agent</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 The Chargor with full title guarantee and as security for the payment and discharge of all the Secured Liabilities charged in favour of the Security Agent by way of first fixed charge its whole right, title, interest and benefit in and to the Charged Assets</p> <p>2 The Chargor covenanted with the Security Agent that if at any time during the continuance of the Charge it acquires any further shares in the share capital of any of the Companies (the "Further Shares") including, without limitation, pursuant to a Permitted Equity Investment (as defined in the relevant Facilities Agreement) after the date of the Charge it will, promptly upon acquiring any interest in such Further Shares, notify the Security Agent All such Further Shares shall stand charged in favour of the Security Agent by way of first fixed charge</p> <p>3 The Chargor undertakes in the Charge with the Security Agent and each other Secured Party that it shall not (without the prior written consent of the Security Agent or as otherwise permitted by the Facilities Agreements) -</p> <p>3 1 create or permit to subsist any Encumbrance (other than in favour of the Security Agent) on or over the Charged Assets or any part thereof or interest therein, or</p> <p>3 2 sell, transfer or otherwise dispose of the Charged Assets or any part thereof or interest therein or attempt or agree so to do, or</p> <p>3 3 permit any person to be registered as the holder of all or any of the Shares (other than the Security Agent or its nominee), or</p> <p>3 4 permit any of the Companies to permit any person other than the Chargor or the Security Agent or its nominee to be registered as holders of the Charged Assets or any part thereof</p> <p>DEFINITIONS</p> <p>Capitalised terms used in this Form MG01 and continuation pages shall have the following meanings -</p> <p>"Account Bank" means The Co-operative Bank P L C</p> <p>"Agent" means The Co-operative Bank P L C</p>	

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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	<p>"Charged Assets" means the Shares and all Related Rights in respect of the Shares</p> <p>"Companies" means each of SH and SS</p> <p>"Default Rate" has the rate applicable to Clause 10 4 (Default Interest) each of the Facilities Agreements</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent</p> <p>"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set off, retention of title provision, trust of flawed asset agreement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re acquired or acquired by the person selling or disposing of it</p> <p>"Facilities Agreements" means the facilities agreements entered into between (i) the Lender and SH and (ii) the Lender and SS in each case dated on or around the date of the Charge</p> <p>"Finance Document" means</p> <ol style="list-style-type: none"> 1 the Facilities Agreements, 2 the Cross Guarantee, 3 the Security Documents, 4 the Direct Agreements, 5 the Intercreditor Deed, 6 the Hedging Agreements, 7 the notices of charge and assignment (or intimations as the case may be) given pursuant to or as contemplated by the Security Documents, 8 any Notice of Drawdown, 	

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>9 any Compliance Certificate,</p> <p>10 any Fee Letters,</p> <p>11 the Lender Warranties, and</p> <p>all agreements and other documents entered into from time to time pursuant to any of the foregoing and designated a finance document by the Agent and the Chargor, each as defined in the relevant Facilities Agreement</p> <p>"Finance Party" means the Agent, the Security Agent, the Lenders, the Overdraft Bank, the Hedge Counterparties and the Account Bank</p> <p>"Hedge Counterparties" means any Original Hedge counterparty and any other person which has become a Hedge Counterparty in accordance with Clause 25.8 of the Facilities Agreement (Changes to the Lenders and Hedge Counterparties)</p> <p>"Lenders" means</p> <p>(i) any Original Lender, and</p> <p>(ii) any other person which has become a Lender in accordance with Clause 25 of the Facilities Agreement (Changes to the Lender and Hedge Counterparties),</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement</p> <p>"Original Hedge Counterparty" means The Co-operative Bank P L C</p> <p>"Original Lender" means The Co-operative Bank P L C</p> <p>"Overdraft Bank" means The Co-operative Bank P L C</p> <p>"Receiver" means an administrative receiver, receiver and manager or a receiver in each case appointed under the Charge</p> <p>"Related Rights" means all stocks, shares, warrants, securities, rights, moneys or property (including the dividends, interest or income thereon or therefrom) which may at any time accrue or be offered or arise by way of redemption, purchase, bonus, preference, option or</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>otherwise in respect of or derived from any of the Shares or any derivatives thereof including the proceeds of any sale of any of the Shares</p> <p>"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any of the Companies or the Chargor to any Secured Party under each Finance Document</p> <p>"Secured Parties" means a Finance Party, a Receiver or a Delegate</p> <p>"Security Documents" means</p> <ol style="list-style-type: none"> 1 each Share Charge, 1 1 the Legal Charge, 1 2 the Oversail Charge, 1 3 the Borrower Debenture, 1 4 the Borrower Assignment, 1 5 the Cross Guarantee, 1 6 all agreements and other documents executed from time to time pursuant to any of the foregoing, and 1 7 any other document evidencing or creating any security over any asset of the Assignor or any other person to secure the Chargor's obligations to any Secured Party under any Finance Document, <p>and each document delivered as a "Security Document" in any other Facilities Agreement, each as defined in the relevant Facilities Agreement</p> <p>"SH" means REG Sancton Hill Limited, a company incorporated in England and Wales under the Companies Act (registered number 03404639) and having its registered office at Unit 2, Station View, Guildford, Surrey Gy1 4JY</p> <p>"Shares" means the stocks, shares and securities of the Companies set out below</p>	

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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) 1000 Ordinary shares of £1 00 in REG Sancton Hill Limited

(2) 1000 Ordinary shares of £1 00 in REG South Sharpley Limited

"SS" means REG South Sharpley Limited, a company incorporated in England and Wales under the Companies Act (registered number 07472494) and having its registered office at Unit 2, Station View, Guildford, Surrey GU1 4JY

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7705570
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 2
OCTOBER 2012 AND CREATED BY REG TRANCHE 3 HOLDINGS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OF THE COMPANIES OR THE COMPANY TO
ANY SECURED PARTY 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 11 OCTOBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 OCTOBER
2012**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**