

# MG01

## Particulars of a mortgage or charge



\*PGZXR00S\*

PMO 17/07/2010 . 206  
COMPANIES HOUSE

**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  
company. To do this, please use  
form MG01s

\*AYBDLM14\*  
27/07/2010 69  
COMPANIES HOUSE  
\*A1OCTLRG\*  
17/07/2010 361  
COMPANIES HOUSE

### 1 Company details

Company number 0 5 1 1 3 8 2 0

Company name in full Regenersis plc  
(the "Pledgor")

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 \*

### 2 Date of creation of charge

Date of creation 03 07 2010

### 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 Pledge on Shares Agreement (the "Security Document")

### 4 Amount secured

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

Amount secured

**Capitalised terms used below and not otherwise defined on this  
page shall have the meaning given to them in Schedule 1 to this  
Form MG01.**

All monies, obligations and liabilities whatsoever, whether  
actual or contingent and whether owned jointly or severally or  
in any other capacity whatsoever, which are now or which may at  
any time be due, owing, incurred and/or outstanding from the  
Pledgor to the Pledgee (as defined below) or any validly  
appointed transferee or assignee or replacement or successor of  
the Pledgee under or in connection with any of the Secured  
Documents in accordance with the applicable laws and the  
Facility Agreement, including, for the avoidance of doubt and  
without limitation, any obligation relating to an increase of  
the amounts made available to the Pledgor under the Facility  
Agreement (the "Secured Obligations")

**PLEASE SEE CONTINUATION SHEET AND SCHEDULE 1**

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

# MG01 - continuation page

## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

**Capitalised terms used below and not otherwise defined on this page shall have the meaning given to them in Schedule 1 to this Form MG01.**

The maximum amount secured by the pledge comprised in the Security Document is GBP16,000,000 whereupon any amount required to satisfy in full the Secured Obligations will be added, including without limitation to any interest, fees, charges, costs, commissions or any other expenses incurred by the Pledgee under the Facility Agreement and the Security Document, including without limitation to any and all costs incurred by the Pledgee with the enforcement of the Pledge referred to in the Security Document

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## 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 |                                     | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details |
| Name   | KBC BANK NV (the "Pledgee")         |  |
| Address  | Havenlaan 2, 1080 Brussels, Belgium |  |
| Postcode   |                                     |  |
| Name   |                                     |  |
| Address  |                                     |  |
| Postcode   |                                     |  |

### 6 Short particulars of all the property mortgaged or charged

|  |   |  |
|--|---|--|
| Please give the short particulars of the property mortgaged or charged |   | <b>Continuation page</b><br>Please use a continuation page if you need to enter more details |
| Short particulars  | <p><b>Capitalised terms used below and in the continuation sheets and not otherwise defined on this page or preceding pages of this Form MG01 shall have the meaning given to them in Schedule 1 to this Form MG01.</b></p> <p>(1) The Pledgor pledged to the Pledgee, by way of a first ranking pledge</p> <p>(a) <u>320 shares with a nominal value of RON 10 00 each and an aggregate nominal value of RON 10 00 each in the capital of REGENERISIS SRL), (the "Existing Shares");</u></p> <p>(b) <u>any and all shares to be owned by the Pledgor in the share capital of REGENERISIS SRL following any capital increase of such share capital by way of issuing new shares including the Existing Shares where, following an increase of the share capital the number of shares remains unchanged but the value of shares increases due to the increased share capital (the "Future Shares"), the Existing Shares and the Future Shares together being the "Shares", and</u></p> <p>(c) any and all pecuniary rights and claims associated with the Shares, in particular, but not limited to, each and all of each Pledgor's rights to demand payment (or other distribution) of amounts owed to said Pledgor at present or in the future by virtue of said Pledgor being the holder of the Shares and, consequently, said Pledgor's right to collect such payments (or other distribution), whereby including, without limitation, the right to receive</p> <p>(1) dividends in relation to the Shares,</p> <p>(11) any compensation in case of any nationalisation, seizure, requisition or expropriation of the Shares,</p> <p><b>PLEASE SEE CONTINUATION SHEET AND SCHEDULE 1</b></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

**Capitalised terms used below and not otherwise defined on this page shall have the meaning given to them in Schedule 1 to this Form MG01.**

(111) share premium in case of capital increase,

(1v) any shares received in exchange for the Shares, as a result of the Pledgor entering in any merger, demerger, amalgamation, other corporate reconstruction of any similar nature,

(the **"Related Assets"**, which includes "products" (Romanian *produse obtinute in urma valorificarii bunului supus garantiei*) as defined by Art 12(1) of the Security Interests Law)

(2) The Pledgor gave negative pledges during the Security Period

(a) not, other than as permitted under the Secured Documents, to create, grant or permit to exist any restriction on the ability to transfer or realise, all or any part of the Charged Assets,

(b) not, either in a single transaction or in a series of transactions, and whether related or not, to sell, lease, transfer, offer or otherwise dispose of the whole or any part of the Charged Assets without the prior written consent of the Pledgee, and

(c) to refrain from

(1) voting, without the prior written consent of the Pledgee, in favour of a decision of the sole shareholder of REGENERIS SRL seeking to issue or create any new or additional shares or to alter any rights attaching to the shares or ownership interest in existence as at the date of the Security Document which could in any way diminish the rights of the Pledgee under the Agreement referred to in the Security document,

(11) voting without the prior written consent of the Pledgee, in favour of a decision of the sole shareholder of REGENERIS SRL seeking to approve the reduction of the registered or paid-up share capital, and

(111) taking any such additional act that may result in the creation of additional Shares or in the increase of the value of the Existing Shares or ownership interest in existence as at the date of the Security Document

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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 866)

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 870) 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 *Mills & Reeve LLP* X  
on behalf of the Pledgee

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 njaf/4013151-0043

Company name Mills & Reeve LLP

Address 1 St James Court

Whitefriars

Post town Norwich

County/Region Norfolk

Postcode 

|   |   |   |  |   |   |   |
|---|---|---|--|---|---|---|
| N | R | 3 |  | 1 | R | U |
|---|---|---|--|---|---|---|

Country United Kingdom

DX DX 5210 Norwich

Telephone 01603 660155



### 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**

**Particulars of a Mortgage or Charge:**

**Company name:** Regenersis plc

**Company number** 05113820

**Schedule 1**  
**Definitions**

**“Agent”** means KBC Bank NV

**“Charged Assets”** means the Shares and the Related Assets

**“Company”** means Regenersis plc (formerly known as Fonebak plc)

**“Facility Agreement”** means the facility agreement dated 14 December 2006 as amended and restated on the 19 December 2009 and entered into by, among others KBC BANK NV and Regenersis plc

**“Finance Documents”** means the Facility Agreement, the First Amendment Agreement, the Second, Amendment Agreement, the Third Amendment Agreement, the Fourth Amendment Agreement, any Fee Letter, any New Fee Letter, any Accession Letter, any Resignation Letter, any Transaction Security Document, any Ancillary Document, the Hedging Agreement, the Mandate Letter, the Stage 3 Finance Documents, the Stage 4 Finance Documents, the Stage 5 Finance Documents (each as defined in the Facility Agreement) and any other document designated as such by the Agent and the Company

**“REGENERSIS SRL”** means SC REGENESIS (BUCHAREST) SRL, a limited liability company duly incorporated under the laws of Romania, having its registered headquarters at no 2 Timisoara Boulevard (Hala Rosie Corp C2C19), district 6 Bucharest, Romania registered with the Trade Registry under No J40/12052/2002, unique registration code No 15042519, of which the Pledgor is sole shareholder

**“Secured Documents”** means the Facility Agreement and each and all Finance Documents as such term is defined under the Facility Agreement

**“Security Interest Law”** means Title VI of Romanian Law no 99/1999 as published in the Official Gazette of Romania no 236 dated 27 May 1999 and further amended



FILE COPY

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

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

**COMPANY NO. 5113820**

**CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A PLEDGE ON SHARES AGREEMENT  
DATED 30 JUNE 2010 AND CREATED BY REGENERSIS PLC FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO KBC BANK NV 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 17 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 AUGUST 2010

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES