

# MR07

Particulars of alteration of a charge (particulars of a  
negative pledge)



☒ What this form is for  
You may use this form to notify  
that a charge has been altered.

☒ What this form is NOT for  
You may not use this form to not  
that a charge has been altered for  
an LLP. Please use form LL MR0

THURSDAY



\*A37FX0VV\*

A30

08/05/2014

#320

COMPANIES HOUSE

Please include a certified copy of the instrument of alteration with this  
This will be placed on the public record

## 1 Company details

Company number 0 6 6 5 7 8 4 6

Company name in full AGRIVERT BIOGAS LIMITED

2

→ Filling in this form  
Please complete in typescript or in  
bold black capitals  
  
All fields are mandatory unless  
specified or indicated by \*

## 2 Charge creation 1

When was the charge created?

- Before 06/04/2013 Complete Part A and Part C
- On or after 06/04/2013. Complete Part B and Part C

**1 Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge 2

Charge creation date 0 8 0 6 2 0 1 2

**2 Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired.

### A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description LEGAL CHARGE OVER SHARES

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

**MR07**

Particulars of alteration of a charge (particulars of a negative pledge)

**A3**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

THE CHARGED ASSETS BEING THE ORIGINAL SHARES  
ANY FURTHER SHARES ANY DERIVATIVE ASSET AND  
ANY DIVIDEND AND INCLUDING ALL RIGHTS  
BENEFITS AND SUMS

Continuation page


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

### Particulars of alteration of a charge (particulars of a negative pledge)

## Part B

B1	Charge code	
	Please give the charge code. This can be found on the certificate	
Charge code ①	<div> <div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div>-</div> <div></div> <div></div> <div></div> <div></div> </div>	<b>① Charge code</b> This is the unique reference code allocated by the registrar

### Part C

C1	Signature	
Signature	Please sign the form here.	
Signature	Signature 	
	This form must be signed by the company that created the charge or by the person taking the benefit of this or any affected charge	

MR07

Particulars of alteration of a charge (particulars of a negative pledge)



### 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. The contact information you give will be visible to searchers of the public record.

Contact name Alexandra Simon

Company name Pinsent Masons LLP

Address 3 Colmore Circus

Post town Birmingham

County/Region

Postcode B 4 6 B H

Country

DX 703167 Birmingham 12

Telephone 0121 200 1050



### 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 a certified copy of the instrument of alteration.

#### Part A Charges created before 06/04/2013

- ☐ You have given the charge date
- ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3.

#### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code.

#### Part C To be completed for all charges

- ☐ You have signed the form



### Important information

Please note that all information on this form will appear on the public record.



### 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)

EXECUTION VERSION

Dated

9 December

2013

**AGRIVERT BIOGAS LIMITED**

(as Chargor)

- and -

**EDWARD ILIFFE**

(as Lender)

**DEED OF AMENDMENT TO A SHARE CHARGE DATED 8 JUNE 2012**

**RELATING TO THE SHARES IN AGRIVERT (WALLINGFORD) LIMITED**

We certify that save  
for material redacted pursuant  
to s859G of the Companies  
Act 2006, this copy instrument  
is a correct copy of the original  
instrument.

Hogan Lovells International LLP



Ref: 46077 00063

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

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THIS DEED OF AMENDMENT is made on

9 December

2013

**BETWEEN**

- (1) **Agrivert Biogas Limited** a company incorporated in England and Wales (registered number 06657846) whose registered office is at The Stables, Radford, Chipping Norton, Oxfordshire, OX7 4EB (the "**Chargor**"), and
- (2) **Edward Iliffe** an individual with place of business at Barn Close, Yattendon, Berkshire RG18 0UX (the "**Lender**")

**WITNESSES as follows**

**1 DEFINITIONS AND INTERPRETATION**

- 1 1 Definitions** This Deed of Amendment is supplemental to the Share Charge (defined below) Unless otherwise provided (including, without limitation, in the rest of this clause 1) or unless the context otherwise requires, all words and expressions defined in the Share Charge shall have the same respective meanings in this Deed of Amendment

"**Agrivert Wallingford**" means Agrivert (Wallingford) Limited (registered number 07672850),

"**Deed of Priority**" means a deed of priority dated on or about the date of this Deed of Amendment between the Chargor (as Borrower), the Lender (as First Lender) and Dominique Foubert (as Second Lender) governing the ranking, priorities and rights as between the parties thereto,

"**Effective Date**" means the date of this Deed of Amendment, and

"**Share Charge**" means the share charge made between the Chargor and the Lender dated 8 June 2012 relating to the Chargor's shares in Agrivert Wallingford

- 1 2 Incorporation of terms:** Clauses 1 2 (*Interpretation*), 1 3 (*Conflict of terms*) and 1 4 (*Companies Acts*) of the Share Charge shall apply to this Deed of Amendment as if it were expressly set out in this Deed of Amendment with the necessary changes being made and with each reference in the Share Charge to "this Charge" (or to like references) being deemed to be a reference to this Deed of Amendment

**2 AMENDMENT OF THE SHARE CHARGE**

- 2 1 Agreement to amend** The Share Charge shall be amended with effect from the Effective Date as set out in clause 2 2 below

- 2 2 Variation of terms:** In accordance with clause 2 1 above the Parties agree that

- (a) clause 7 (*Negative pledge and other restrictions*) of the Share Charge shall be varied as follows

"7      **RESTRICTIONS AND FURTHER SECURITY**

7 1      **Restrictions in dealing.** *Subject to Clause 7 2 (Creation of further security) and Clause 29 1 (Sale of Shares), the Chargor shall not, without the prior written consent of the Lender*

- (a)      *create, or agree or attempt to create, or to permit to subsist, any Security or any trust over any of the Charged Assets other than this Charge or as otherwise contemplated under the terms of the Deed of Priority,*
- (b)      *sell or assign, or grant any interest in, any of the Charged Assets, or part with possession or ownership of them, or purport or agree to do so,*
- (c)      *cause or permit any rights attaching to the Charged Assets to be varied or abrogated,*
- (d)      *cause or permit any of the Charged Assets to be consolidated, sub-divided or converted or the other capital of the Company to be re-organised, exchanged or repaid, or*
- (e)      *give an instruction for any of the certificated Shares which comprise part of the Charged Assets to be converted into uncertificated form*

7 2      **Creation of further security** *the Chargor may create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of the Charged Assets in favour of a New Chargee up to the amount of the Additional Mezzanine Facilities provided that*

- (a)      *the rights of the Lender under this Charge are not prejudiced,*
- (b)      *the Lender's interest in the Charged Assets ranks *par passu* with that of the New Chargee, and*
- (c)      *the New Chargee enters into or accedes to the Deed of Priority "*

(b)      *clause 1 1 (Definitions and Interpretation) of the Share Charge shall be varied to include the following additional definitions*

**"Additional Mezzanine Facilities"** *means any additional mezzanine debt facility which the Chargor obtains up to an aggregate principal amount of £5,000,000 or such higher amount as the Chargor and the New Lender agree pursuant to clause 5 of the New Facility Agreement and the Chargor and the Lender agree pursuant to clause 5 of the Facility Agreement,*

**"New Facility Agreement"** *means a GBP 1,000,000 loan agreement to be entered into between the Chargor and the New Lender,*

**"New Chargee"** *means the New Lender and any person who lends by way of Additional Mezzanine Facility as permitted by clause 5 of the New Facility Agreement,*

**"New Lender"** *means Dominique Foubert as lender under the terms of the New Facility Agreement,*



**3 CONSTRUCTION**

**3 1 Construction:** Upon the Effective Date, the Share Charge and this Deed of Amendment shall be read and construed as one document and references in the Share Charge and in each of the Finance Documents to the Share Charge shall be read and construed as references to the Share Charge as amended by this Deed of Amendment

**3 2 Designation:** This Deed of Amendment is a Finance Document

**4 AFFIRMATION AND FURTHER ASSURANCE**

**4 1 Affirmation:** each Party hereby confirms

- (a) its knowledge and acceptance of the amendments to the Share Charge set out in clause 2 above with effect from the Effective Date, and
- (b) that, notwithstanding the amendments effected by this Deed of Amendment
  - (i) the Share Charge will remain in full force and effect and will continue to constitute the legal, valid and binding obligations of the Chargor (subject to all necessary registrations of the Security Documents) enforceable in accordance with its terms, and
  - (ii) the security interest created by the Share Charge will continue in full force and effect

**4 2 Binding nature:** The Parties hereby agree that, with effect from the Effective Date, they shall be bound by the terms of this Deed of Amendment

**4 3 Further assurance** The Chargor shall at the request of the Lender (acting reasonably) and at its own expense, do all such acts and things necessary to give effect to the amendments effected or to be effected pursuant to this Deed of Amendment

**5 FEES, COSTS AND EXPENSES**

**Transaction expenses:** The Chargor shall bear the Lender's reasonable costs and expenses (including legal fees) together with any VAT thereon incurred in connection with the negotiation, preparation, printing and execution of this Deed of Amendment

**6 MISCELLANEOUS**

**6 1 Counterparts:** This Deed of Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which when taken together constitute a single instrument

**6 2 Third party rights:**

- (a) Unless expressly provided to the contrary in a Finance Document a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed of Amendment
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed of Amendment at any time

**7 GOVERNING LAW**

This Deed of Amendment and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed of Amendment shall be governed by, construed and take effect in accordance with English law

**8 ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed of Amendment (including a dispute relating to the existence, validity or termination of this Deed of Amendment or any non-contractual obligation arising out of or in connection with this Deed of Amendment) (a "Dispute")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This clause 8 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

**This Deed of Amendment has been executed as a deed and it has been delivered and shall take effect on the date stated at the beginning of it.**

**EXECUTION PAGE**

**The Chargor**

Signed as a deed by Agrivert  
Biogas Limited acting by

)  
)



Authorised signatory *James Astor*

Authorised signatory *Russell Hunt*



Chargor's Address The Stables, Radford, Chipping Norton, Oxfordshire, OX7 4EB

Chargor's Fax No 01608 677711

Attention James Astor

**The Lender**

Signed as a deed by Edward Iliffe in the  
presence of a witness

)  
)  
)

Witness' name

Witness' signature

Witness' address

Lender's Address Barn Close,  
Yattendon, Berkshire, RG18 0UX,  
United Kingdom

Lender's Fax No +44 (0) 1635 203921

EXECUTION VERSION

Dated

*9 December*

2013

**AGRIVERT BIOGAS LIMITED**

(as Chargor)

- and -

**EDWARD ILIFFE**

(as Lender)

**DEED OF AMENDMENT TO A SHARE CHARGE DATED 8 JUNE 2012**

**RELATING TO THE SHARES IN AGRIVERT (WALLINGFORD) LIMITED**

We certify that, save for material  
redacted pursuant to s 859G of the  
Companies Act 2006, this copy instrument is a  
correct copy of the original instrument  
*Purvent Masons LLP*



Ref 46077 00063

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

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Hogan Lovells

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**This Deed of Amendment has been executed as a deed and it has been delivered and shall take effect on the date stated at the beginning of it.**

Signed as a deed by Agrivert )  
Briogas Limited acting by )

**Attention James Astor**

Signed as a deed by Edward Iliffe in the )  
presence of a witness )  
)

**Witness' signature**

C10 BARN CLOSE, YATTENDON  
THATCHAM, RG10 0UO

**Lender's Fax No +44 (0) 1635 203921**