



CHFP025

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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****395**

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)

For official use

1511

145008/13  
Company number

03918305

Name of company

\* GREEN CORNS LTD

Date of creation of the charge

8<sup>TH</sup> JULY 2009

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

ALL ASSETS DEBENTURE

Amount secured by the mortgage or charge

all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Resource Partners SPV Limited in any manner and for any reason on any account Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof; Secured Monies also means any of the following items, whether now or in the future:

(Cont/d.. see rider 1 annexed)

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

Resource Partners SPV Limited of Studio 4, 114 Power Road, London

Postcode W4 5PY

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

Bermans LLP  
DX 14365  
Manchester

44/lml/CEN/3/3

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

FRIDAY



A28

\*AV9DSBF9\*

10/07/2009

398

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 3.1 As security for the payment of the Secured Monies, the Company with full title guarantee now gives the following mortgages and charges in favour of Resource namely:
- (a) a legal mortgage on the Properties (if any) specified in the Schedule 2 to this deed;
  - (b) a legal mortgage on all Properties (other than any Properties specified in Schedule 2) now owned by the Company or in which the Company has an interest;
  - (c) a fixed charge on all of the following assets, whether now or in future belonging to the Company:
    - (i) the freehold and leasehold properties of the Company not effectively mortgaged under clauses 3.1(a) and (b) including such as may hereafter be acquired;

(Cont/d... see rider 2 annexed).

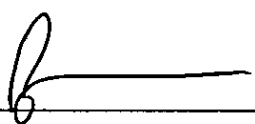
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*Please complete legibly, preferably in black type, or bold block lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed



Date

8/7/09

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~ †

*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

**Rider 1**

- (a) all monies due or payable under the Financing Agreement or any loan agreement or similar between the Company and Resource or by virtue of any guarantee or indemnity given by the Company to Resource;
- (b) all advances which Resource has made or shall make to the Company;
- (c) any indebtedness now or hereafter to be incurred by Resource at the request of the Company, including all monies which Resource shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:
  - (i) Resource making direct advances; or
  - (ii) Resource drawing, accepting, endorsing, paying or discounting any Remittance; or
  - (iii) Resource entering into any bond, guarantee, indemnity or letter of credit; or
  - (iv) Resource confirming orders; or
  - (v) Resource otherwise accepting any other liability for or on behalf of the Company;
- (d) all monies which Resource can charge to the Company and all costs charges and expenses incurred by Resource following default in payment of any such monies or breach by the Company of any of the provisions of this deed;
- (e) the charges of:
  - (i) solicitors instructed by Resource in connection with any part of the Charged Assets; and
  - (ii) surveyors instructed by Resource (in accordance with the terms of the Financing Agreement) in connection with any part of the Charged Assets;
- (f) all costs and charges and expenses which Resource may from time to time incur in:
  - (i) stamping, perfecting, registering or enforcing this security; or
  - (ii) the negotiations for the preparation and execution of this deed, and the Financing Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them; or
  - (iii) obtaining payment or discharge of Secured Monies; or
  - (iv) paying any rent, rates, taxes or outgoings for the Charged Assets; or
  - (v) insuring, repairing, maintaining, managing or realising any part of the Charged Assets; or

- (vi) the preservation or exercise of any rights under or in connection with this deed or any attempt to do so; or
- (vii) giving a discharge or release of this security; or
- (viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed with the intention that Resource shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by Resource for the Secured Monies;
- (g) all monies expended by any attorney appointed under clause 6.3 in exercising his powers;
- (h) interest on all monies due and owing to Resource at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

## **Rider 2**

- (ii) all Fixtures in, on or attached to the property subject to the legal mortgages under clauses 3.1(a) and (b) and all spare parts, replacements, modifications and additions for or to the same;
- (iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;
- (iv) all Equipment, and the benefit of all contracts and warranties relating to the same;
- (v) all goodwill, unpaid and/or uncalled capital of the Company;
- (vi) all the Company's Intellectual Property;
- (vii) all the Company's Securities;
- (viii) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group;
- (ix) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986;
- (d) a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in future:
  - (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with Resource;

- (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
- (e) a fixed charge upon any account in the name of the Company under the control of or operated in accordance with the directions of Resource;
- (f) a fixed charge on all the Company's Non-Vesting Debts, present and future; and
- (g) a fixed charge on the Company's Other Debts, present and future.

3.2 the Company, with full title guarantee, hereby charges to Resource by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clauses 3.1(a) to (f) (inclusive) above or otherwise pursuant to this deed but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.



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

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

**COMPANY NO. 3918305  
CHARGE NO. 51**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE  
DATED 8 JULY 2009 AND CREATED BY GREEN CORNS LTD.  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO RESOURCE PARTNERS SPV LIMITED 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 10 JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2009



*Companies House*  
— for the record —

DX  
R0



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES