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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

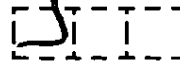
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



3978346

395

104634/52

Name of company

* FFASTFILL PLC (the "Chargor")

Date of creation of the charge

3 June 2008

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

Deed of Charge (the "Deed")

Amount secured by the mortgage or charge

All monies, obligations and liabilities owed or payable to the Chargee by
the Chargor or any Co-obligor under or in connection with the Finance
Documents ("Secured Obligations")

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

KBC N V , London Branch, 111 Old Broad Street, London

BANK (SEE ATTACHED FAX)
TAKEN FROM FAX

Postcode EC2N 1BR

Presentor's name address and
reference (if any)

Mills & Reeve LLP
Francis House
112 Hills Road
Cambridge
CB2 1PH

cppe/4013151-0006

Time critical reference

For official Use (0
Mortgage Section



PMO

COMPANIES HOUSE

ATO27011

12/06/2008

COMPANIES HOUSE

362

7

Short particulars of all the property mortgaged or charged

The Chargor covenanted to the Chargee that it will (immediately the same becomes due and payable) pay and discharge to the Chargee the Secured Obligations

Security

The Chargor, with full title guarantee and as security for the payment and discharge of the Secured Obligations

1.1 charged by way of first fixed charge the Shares and the Derived Assets in favour of the Chargee, and

1 2 assigned to the Chargee by way of security all of its rights, title and interest to and in the Distributions.

Continuing Security

The security constituted by the Deed shall be a continuing security and shall extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge of any of the Secured Obligations

Particulars as to commission allowance or discount (note 3)

n/a

Signed *M. H. & Co.*

Date *11/06/2008*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) †

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**

Please do not write in this margin

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

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

† delete as appropriate

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Particulars of a mortgage or charge (continued)

Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Please complete
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bold block lettering

Company Number

3978346

Name of Company

FFASTFILL PLC

XXXXXX

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Negative Pledge

During the Security Period the Chargor shall (and in relation to the Charged Property only to the extent of the Charged Property set out opposite its name only)

2.1 not create, attempt to create or permit to subsist any security on, over or with respect to any of the Charged Property;

2.2 not dispose of, sell, transfer, lend, lease, assign, part with possession of, or grant any interest or option in respect of or otherwise deal with any of its rights, title and interest in and to the Charged Property or agree to do any of the foregoing (otherwise than pursuant to the Deed);

2.3 not take or omit to take any action which act or omission could adversely affect or diminish the value of any of the Charged Property

Definitions

"**Charged Property**" means the Shares and any Derived Assets and any Distributions;

"**Chargee**" means KBC Bank N V , London Branch, 111 Old Broad Street, London EC2N 1BR;

"**Co-obligor**" means any person (other than a Chargor) who from time to time has an obligation to the Chargee in relation to the Secured Obligations;

"**Derived Assets**" means all shares and securities of any kind, rights or other property of a capital nature which accrue or are offered, issued or paid at any time (by way of bonus, rights, redemption, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase or otherwise) in respect of the Shares,

"**Distributions**" means all dividends, interest and other income paid or payable in respect of the Shares or any Derived Assets,

"**Finance Documents**" means the loan and security documents referred to in Part 2 of the schedule to the Deed as supplemented or acceded to, varied or novated from time to time and any other document designated as a Finance Document by the Chargee and the Chargor,

"Security Period" means the period from the date of the Deed to the date on which the Secured Obligations are irrevocably and unconditionally discharged in full;

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in black type, or
bold block lettering*

"Shares" means the following shares:

Chargor	Capital of FFastFill Australia Pty Limited (registered in Australia with company no ACN 095 306 844)	
FFastfill Plc	100	Ordinary Shares



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO 3978346
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 3 JUNE
2008 AND CREATED BY FFASTFILL PLC FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR
ANY CO-OBLIGOR TO KBC BANK N.V., LONDON BRANCH
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 17 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JUNE 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES