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COMPANIES FORM No 395

Particulars of a mortgage or charge

111417/13
395

CHFP000

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

£13.00

COMPANIES HOUSE

Please do not write in this margin

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

Pursuant to section 395 of the Companies Act 1985

For Official use

Company Number

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

10

04300824

Name of Company

Biofuels Corporation Trading Limited (the "Company")

Date of creation of the charge

1 December 2005

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

Fixed and Floating Security Document dated 1 December 2005 between the Company and Biofuels Corporation plc (the "Guarantor") as Chargors and Barclays Bank PLC, as security trustee for the benefit of the Finance Parties (the "Security Deed")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC, 1 Churchill Place, London

Postcode

E14 5HP

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return
via
CH London Counter

Ref: RCTH / NLM

Time critical reference



LD2
COMPANIES HOUSE

L2R49B0U

316
07/12/2005

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Linklaters

Date 2 December 2005

On behalf of chargee

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] Delete as appropriate

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.

~~(a)~~ 2. A description of the instrument, e.g. "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 including 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.

~~(d)~~ 5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

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Name of Company
Biofuels Corporation Trading Limited

Company Number
04300824

Amount secured by the mortgage or charge

The "**Obligations**", which are defined in the Security Deed as the obligations and liabilities to the Finance Parties whereby the Company covenants to:

- (a) discharge on demand from time to time all its obligations and liabilities to each of the Finance Parties of any kind and in any currency (whether present or future, actual or contingent and whether as principal or surety or incurred alone or jointly with another);
- (b) pay to the Security Trustee on demand from time to time the Expenses; and
- (c) pay to the Security Trustee on demand from time to time Interest on its obligations and liabilities to the Finance Parties covenanted to be discharged and/or paid under the Security Deed from the date on which such Chargor has agreed to pay Interest on them or, if there is no such agreement, from the date on which they become due.

In the case of any of the Obligations which is not (but for the provisions set out above) due for discharge on demand, the Security Trustee shall not make demand before the due date.

Short particulars of all the property mortgaged or charged

1 Security

In the Security Deed, as a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Company:

- 1.1 charges to the Security Trustee by way of legal mortgage all the freehold and leasehold property at the date of the Security Deed vested in or charged to it;
- 1.2 charges to the Security Trustee by way of fixed charge all estates and interests in any freehold and leasehold property in the future vested in or charged to it;
- 1.3 assigns to the Security Trustee the benefit of all covenants, rights, claims and guarantees relating to its present and future freehold and leasehold property or that property's construction, use or title and the benefits of all easements serving or relating to such property, subject to reassignment on redemption;
- 1.4 assigns to the Security Trustee the proceeds of each policy of insurance on the date of the Security Deed or in the future issued in relation to its freehold and leasehold property and the other assets charged by the Security Deed, subject to reassignment on redemption;
- 1.5 charges to the Security Trustee by way of fixed charge all the plant, machinery, fixtures, fittings, vehicles, computers and equipment on or the date of the Security Deed or in the future belonging to it and assigns to the Security Trustee all its right, title and interest under any agreements (present or future) relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption;
- 1.6 charges to the Security Trustee by way of fixed charge all its present and future goodwill and uncalled capital;
- 1.7 charges to the Security Trustee by way of fixed charge all shares, stock and other securities (whether certificated or uncertificated, represented as units or balance in an account within any clearing or settlement system) on the date of the Security Deed and in the future belonging to it;
- 1.8 charges to the Security Trustee by way of fixed charge all choses in action, claims and intellectual property rights on the date of the Security Deed and in the future belonging to it;
- 1.9 charges to the Security Trustee by way of fixed charge all book and other debts on the date of the Security Deed and in the future owing to it or in which it is interested;
- 1.10 charges to the Security Trustee by way of fixed charge all its present or future Bank Accounts;
- 1.11 charges to the Security Trustee by way of fixed charge all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, it including any such instruments which at any time have been deposited with the Security Trustee (whether or not endorsed to the Security Trustee); and
- 1.12 charges to the Security Trustee by way of floating charge all its undertaking and all property, assets and rights present and future wherever situate.

2 Assignment

As a continuing security for the discharge and payment of the Obligations and with full title guarantee, the Company assigns absolutely and unconditionally to the Security Trustee all its right, title, benefit and interest (present and future) in the Assigned Contracts together with all its

Short particulars of all the property mortgaged or charged

rights to sue or take action in respect of any breach of the obligations contained in the Assigned Contracts subject to reassignment on redemption.

Note (1): The Security Deed also contains the following provisions and restrictions:

I. Ranking and Floating Charge

- (a) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charges created by the Security Deed.
- (b) The Security Trustee may at any time by written notice to the Company convert the floating charge created by the Company in the Security Deed into a fixed charge as regards any of the Charged Property specified in the notice.
- (c) Each mortgage, fixed charge or other fixed security created by the Company in favour of the Security Trustee pursuant to paragraph 1 (*Security*) above will rank behind each mortgage, fixed charge or other fixed security created by the Company pursuant to a Security Document dated and registered with the Registrar of Companies before the date of the Security Deed, but subject thereto shall be first ranking security.
- (d) Each floating charge created by the Company in favour of the Security Trustee pursuant to paragraph 1 (*Security*) above will rank behind each floating charge created by the Company pursuant to a Security Document dated and registered with the Registrar of Companies before the date of the Security Deed, but subject thereto shall be first-ranking security.
- (e) Any mortgage, fixed charge or other fixed security created by the Company in favour of the Security Trustee will have priority over the floating charge created by paragraph 1.12 above, unless the Security Trustee states otherwise on or after its creation.

II. Restrictions

- (a) The Company will not, without the Security Trustee's prior written consent:
 - (i) create or permit to arise or continue any Encumbrance affecting the Charged Property (save for a Permitted Security Interest) or increase or extend any liability secured on any of the Charged Property (save for any Permitted Indebtedness);
 - (ii) dispose of the Charged Property charged by paragraphs 1.1 to 1.8 above inclusive (subject, in regard to the Charged Property charged by paragraph 1.5 above pursuant to Clauses 21.3.1 to 21.3.5 inclusive of the Facility Agreement) and paragraphs 1.10 and 1.11 above or, following crystallisation of the floating charge created by paragraph 1.12 above, the Charged Property charged by paragraph 1.12 above;
 - (iii) dispose of its book and other debts or credit balances including realising its book and other debts by means of discounting, factoring or similar arrangement;
 - (iv) compromise, compound, vary, discharge, postpone or release any of its book or other debts or waive its rights of action in connection with any such debts;
 - (v) dispose of the Charged Property charged by paragraph 1.12 above other than in the ordinary course of, and for the purposes of, carrying on its business while the floating charge remains uncrystallised; or

Short particulars of all the property mortgaged or charged

- (vi) grant or accept a surrender of any Lease, or part with or share possession or occupation of, its freehold and leasehold property or any part of it nor vary any Lease or reduce any sum payable under any such Lease nor enter into any onerous or restrictive obligations affecting its freehold and leasehold property or any part of it.
- (b) The Company shall promptly apply to the Chief Land Registrar to enter a restriction on the Register of Title of all its present and future registered freehold and leasehold property in the following terms: "no disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [chargee] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer."
- (c) The Company shall not have any Bank Accounts other than the Receipts Account, the Operating Account, and those from time to time designated by the Security Trustee.
- (d) Save as provided under the terms of the Facility Agreement, the Company shall not make any withdrawal from any Bank Account except:
 - (i) with the prior consent of the Security Trustee; or
 - (ii) in the ordinary course of trade from the Operating Account or other Bank Account to which the Security Trustee has specified in writing that this paragraph 1(d)(ii) of Note 1 shall apply.

If an amount is withdrawn from a Bank Account as permitted by this paragraph 1(d) of Note 1, that amount shall be automatically released from the Fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account.

- (e) The Company will not, without the Security Trustee's prior written consent, create or permit to arise or continue any Encumbrance affecting the Bank Accounts (save for a Permitted Security Interest) or increase or extend any liability of the Company secured on any of the Bank Accounts (save for any Permitted Indebtedness).

Note (2): In this Form, except and to the extent that the context requires otherwise:

"Account Charge" means a charge in the Required Form in favour of the Lender over the Receipts Account to secure the monies payable under the Facility Agreement;

"Administrator" means an administrator appointed under the Insolvency Act 1986;

"Agreement for Lease" means the agreement for lease entered into on 30 April 2004 between the Company and Seal Sands Storage Limited;

"Appointment" means the contract of appointment dated 14 May 2004 between the Company and Baker Mallett LLP, appointing Baker Mallett as project manager;

"Assigned Contracts" means the contracts and documents listed in Schedule 1 (*Assigned Contracts*) (and as set out in Note 3 below) or any of them;

"Bank Accounts" of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it on or after the date of the Security Deed has an interest and (to the extent of its interest) all balances on or after the date of the Security Deed standing to the credit of or accrued or

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accruing on those accounts, including, for the avoidance of doubt, the Receipts Account and the Operating Account;

"BC&T Consultants Contract" means the appointment of a design engineer in relation to design services for infrastructure works dated 10 December 2004 between BC&T Consultants Limited and the Company;

"Borrower Assignment" means an assignment of contracts executed by the Company and dated 18 June 2004;

"Business" means the business or businesses and operations carried on by the Chargors from time to time;

"Cavendish Contract" means the mechanical and electrical works contract dated 17 February 2005 between Cavendish Northern Limited and the Company;

"Charge Deed" means the charge executed by the Company over all its interest in the Plant in favour of the Lender, in the Required Form;

"Charged Property" means the assets and undertaking charged or assigned by paragraphs 1 and 2 above;

"Chargors" means the Company and the Guarantor;

"Collateral Warranties" means deeds of collateral warranty from each of the Contractor, each Sub-Contractor, the Employer's Agent and the counterparty to each Infrastructure Contract;

"Contractor" means Energea Umwelttechnologie GMBH or such other contractor as may be appointed in replacement of the same with the prior consent of the Lender (such consent not to be unreasonably withheld or delayed);

"Development" has the meaning given to it in the Facility Agreement;

"Employer's Agent" means Baker Mallett or such other employer's agent as may be appointed by the Company in connection with the Development with the prior consent of the Lender (such consent not to be unreasonably withheld or delayed);

"Encumbrance" means includes any mortgage, charge (fixed or floating), pledge, lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority;

"Energea Contract" the contract entered into on 30 March 2004 between the Guarantor and the Contractor under which the Contractor agrees to manufacture certain plant and machinery for the Company and install it at the Plant;

"Expenses" means:

- (a) all expenses (on a full indemnity basis) incurred by an Administrator of a Chargor in carrying out his statutory functions and that Administrator's remuneration; and
- (b) all expenses (on a full indemnity basis) including legal and valuation fees, from time to time paid or incurred by the Security Trustee or any Receiver at any time in connection with the Charged Property or the Obligations or in taking, perfecting or enforcing this Deed or in exercising any right or power under the Security Deed or otherwise together with VAT upon such expenses where appropriate and Interest from the date they are incurred;

Short particulars of all the property mortgaged or charged

"Facility Agreement" means the Facility Agreement dated 15 May 2004, as most recently amended and restated by an amendment and restatement deed dated 1 December 2005 between the Company, the Guarantor and the Lender;

"Finance Parties" means the Lender, the Hedging Bank and the Security Trustee;

"First Debenture" means a mortgage debenture executed by the Company and dated 9 June 2004;

"Guarantor Assignment" means an assignment of contracts executed by the Guarantor and dated 18 June 2004;

"Guarantor Debenture" means a mortgage debenture executed by the Guarantor and dated 9 June 2004;

"Hedging Bank" has the meaning given to it in the Facility Agreement;

"Infrastructure Contracts" means the contracts, in the Required Form, entered into by the Company in connection with the infrastructure development upon the Plant, connections and associated works, including the major contract packages as follows:

- (a) K Home Contract;
- (b) BC&T Consultants Contract;
- (c) Tolent Contract;
- (d) P&I Design Contract; and
- (e) Cavendish Contract;

(and each of them shall be an **"Infrastructure Contract"**);

"Interest" means interest at the rate or rates agreed between Barclays Bank PLC and the Chargors and in the absence of agreement in respect of any liability or obligation at the rate of 3 per cent per annum above the base rate of Barclays Bank PLC from time to time;

"K Home Contract" means the design and procurement of utilities contract dated 21 February 2005 between K Home International Limited and the Company;

"Key Contracts" has the meaning given to it in the Facility Agreement;

"Lease" means any letting, underlease or sub-lease and any tenancy, licence or other agreement for possession or occupation;

"Lender" means Barclays Bank PLC;

"MCE Sub-Contract" means the sub-contract regarding mechanical works on the Plant dated 15 July 2004 between the Contractor and MCE Energietechnik GmbH & Co ("**MCE**");

"Methanex Contract" means the three year variable volume and variable price contract for the supply of methanol entered into on 23 April 2004 between the Company and Methanex (UK) Limited;

"Obligations" means the obligations and liabilities to the Finance Parties covenanted to be discharged or paid under Clause 2;

"Operating Account" the account of the Company opened in the books of the Lender and designated Biofuels Corporation Trading Limited – Operating Account and any additional account or substituted account so designated;

Short particulars of all the property mortgaged or charged

"P&I Design Contract" means the appointment of design engineer in relation to electrical and instrumentation works dated 10 December 2004 between P&I Design Limited and the Company;

"Performance Bonds" the performance bonds issued by:

- (a) Erste Bank GMBH in favour of the Company in respect of 10% of the Contractor's obligations under the Energea Contract;
- (b) a bondsman satisfactory to the Lender in favour of the Company in respect of 10% of MCE's obligations under the MCE Sub-Contract;
- (c) a bondsman satisfactory to the Lender in favour of the Company in respect of 10% of RWE AG's obligations under the RWE Sub-Contract;
- (d) a bondsman satisfactory to the Lender in favour of the Company in respect of 10% of SMS Buss's obligations under the SMS Buss Sub-Contract;

(and each of them a **"Performance Bond"**);

"Permitted Indebtedness" has the meaning given to it in the Facility Agreement;

"Permitted Security Interest" has the meaning given to it in the Facility Agreement;

"Petroplus Contract" means the five year fixed volume, variable price contract dated 12 May 2004 for the off-take of biodiesel between the Company and Petroplus Refining Teesside Limited;

"Plant" the biodiesel manufacturing plant, and all associated infrastructure, to which the Key Contracts relate situated on the Development site to be leased by the Company, known as land at Seal Sands Road, Seal Sands, Stockton forming part of title number CF68012 and shown edged red on the plan attached to the Facility Agreement and for the avoidance of doubt "Plant" includes all plant, infrastructure and other fixtures and fittings situate upon such site from time to time;

"Receipts Account" the account of the Company opened in the books of the Lender and designated Biofuels Corporation Trading Limited – Receipts Account;

"Receiver" means any person appointed as receiver, administrative receiver, manager or receiver and manager;

"Required Form" means, in relation to any document, as agreed in respect of both form and substance by the Lender;

"RWE Sub-Contract" means the sub-contract regarding electrical works on the Plant dated 1 July 2004 between the Contractor and RWE Solutions Austria GmbH ("**RWE**");

"Seal Sands Storage Contract" means the commercial contract entered into on 30 April 2004 between the Company and Seal Sands Storage Limited regarding the construction of a storage facility and the receipt, storage and re-delivery of vegetable oil and biodiesel;

"Second Debenture" the fixed and floating security document dated 11 March 2005 between the Company, the Guarantor and the Security Trustee;

"Security Document" means the documents set out at Schedule 4 (*Security Documents*) of the Facility Agreement (and as set out in Note 4 below) and each other document executed or to be executed in connection with the Facility Agreement guaranteeing and/or constituting or evidencing rights in security for, or otherwise in support of the obligations of the Company or any Guarantor to the Lender;

"Security Trustee" means Barclays Bank PLC;

Short particulars of all the property mortgaged or charged

"Simon Management Consultancy Agreement" means the construction consultancy services agreement entered into on 30 April 2004 between the Company and Simon Management Limited;

"SMS Buss Sub-Contract" the sub-contract regarding the provision of a glycerine plant dated 23 July 2004 between the Contractor and SMS Buss-Canzler GmbH ("**SMS-Buss**");

"Sub-Contractor" means MCE, RWE, SMS Buss and any other contractor providing design or a significant element of the construction services in connection with the Development and any replacement therefore or addition thereto;

"Third Debenture" means the Security Deed;

"Tolent Contract" means the civil and structural works contract dated 10 December 2004 between Tolent Construction Limited and the Company;

"Univar Contract" means the six year fixed volume, variable price contract for the off-take of glycerine entered into on 5 March 2004 between the Company and Univar Europe Limited;

each reference to:

- (a) "Charged Property, "Expenses" or "Obligations" includes a reference to any part of them or it;
- (b) "Chargor" includes a reference to any person deriving title through such Chargor;
- (c) "Security Trustee", "Lender" and "Hedging Bank" includes a reference to any person who claims any title or interest through such Finance Party or any person to whom the business of such Finance Party is transferred;
- (d) any document (including the Security Deed) or a provision of such document includes a reference to such document or provision as supplemented, varied or replaced from time to time;
- (e) a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, order or regulations made under it;
- (f) the singular includes the plural and vice versa;
- (g) a person includes a body corporate, unincorporated association, government, state, partnership or trust (in each case, whether or not having separate legal personality);
- (h) "dispose" includes charging, selling, leasing, assigning or transferring or agreeing to do any of the same, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation; and

the *eiusdem generis* rule shall not apply, so that general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

Name of Company
Biofuels Corporation Trading Limited

Company Number
04300824

Short particulars of all the property mortgaged or charged

Note (3): As at the date of the Security Deed the following Assigned Contracts were specified in Schedule 1 (*Assigned Contracts*) to the Security Deed:

- I. the Appointment;
- II. the Tolent Contract;
- III. the Cavendish Contract;
- IV. the K Home Contract;
- V. the P&I Design Contract;
- VI. the BC&T Consultants Contract;
- VII. the Petroplus Contract;
- VIII. the Methanex Contract;
- IX. the Univar Contract;
- X. the Agreement for Lease;
- XI. the Seal Sands Storage Contract;
- XII. the Simon Management Consultancy Agreement;
- XIII. the Austrian Performance Bonds; and
- XIV. the Energea Contract.

Note (4): As at the date of the Security Deed the following Security Documents were specified in Schedule 4 (*Security Documents*) to the Facility Agreement:

- I. the First Debenture;
- II. the Guarantor Debenture;
- III. the Charge Deed;
- IV. the Account Charge;
- V. the Performance Bonds;
- VI. the Borrower Assignment;
- VII. the Guarantor Assignment;
- VIII. the Collateral Warranties;
- IX. the Second Debenture; and
- X. the Third Debenture.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04300824

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 1st DECEMBER 2005 AND CREATED BY BIOFUELS CORPORATION TRADING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EACH OF THE FINANCE PARTIES 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 7th DECEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th DECEMBER 2005.

pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES