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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**

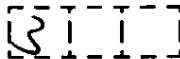
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5856270

Name of company

\* GREEN PARK VENTURES LIMITED (the "Chargor")

Date of creation of the charge

28 March 2008

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

DEBENTURE dated 28 March 2008 between the Chargor and the Security Trustee (the  
"Debenture")

Amount secured by the mortgage or charge

The aggregate principal moneys from time to time payable in respect of the Stock including all  
accrued interest in accordance with the Instrument and any moneys becoming payable by the  
Chargor to the Security Trustee (or any Administrator or Receiver) under the provisions of the  
Debenture ("the Liabilities")

Continued on Addendum 2 4

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

CAPITA TRUST COMPANY LIMITED, The Registry, 34 Beckenham Road, Kent as trustee for the  
Stockholders (the "Security Trustee")

Postcode BR3 4TU

Presentor's name address and  
reference (if any)

Ashurst LLP  
Broadwalk House  
5 Appold Street  
London  
EC2A 2HA

BLU34 00002/PWB/CQF/9045808

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



A46

\*A0TFKYRR\*

10/04/2008

270

COMPANIES HOUSE

1 FIXED CHARGES

The Chargor with full title guarantee and as continuing security for the payment and discharge of all Liabilities, charges in favour of the Security Trustee (as trustee for the Stockholders) -

1 1 by way of legal mortgage, all Real Property in England and Wales (described in Schedule 1 to the Debenture, as set out in the Schedule hereto now belonging to it as at 28 March 2008;

1 2 by way of fixed charge, all other Real Property belonging to it as at 28 March 2008 and all Real Property acquired by it in the future

1 3 by way of fixed charge, all

1 3 1 Book Debts

1 3 2 Fixtures

1 3 3 Bank Accounts

1 3 4 Investments

1 3 5 its uncalled capital and goodwill

1 3 6 Intellectual Property

1 3 7 its beneficial interest in any pension fund and

1 3 8 its plant and machinery (except that mortgaged or charged by Clause 3 1 or 3 2 of the Debenture, as set out in clause 1 1 or 1 2 above)

in each case, both as at 28 March 2008 and in future

Continued on Addendum 1/1

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Ashurst LLP

Date

7.04.08

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

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

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

Name of company

\* Insert full name  
of Company

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## Addendum 1/4

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

## Addendum 2/4

## 2 Amount due or owing on the mortgage or charge (continued)

'Administrator' means an administrator approved under the Insolvency Act 1986,

'Bank Accounts' means all current, deposit or other accounts with any reputable bank or financial institution in which the Chargor has an interest as at 28 March 2008 or in the future and (to the extent of its interest) all balances as at 28 March 2008 or in the future standing to the credit of those accounts,

'Book Debts' means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), as at 28 March 2008 or in the future due, owing or payable to the Chargor and the benefit of all related negotiable instruments, rights, security, guarantees and indemnities of any kind,

'Charged Assets' means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets,

'Charges' means all or any security created or expressed to be created by or pursuant to the Debenture,

'Enforcement Event' means the service on the Chargor of a written demand by the holders of a majority by nominal value of the Stock pursuant to Condition 5.3 of the Debenture, as set out in clause 3.3 below,

'Fixtures' means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus,

'Instrument' means the Loan Stock Instrument,

'Insurances' means all contracts and policies of insurance of any kind as at 28 March 2008 or in the future taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor as at 28 March 2008 or in the future has an interest excluding any third party Insurance contracts or policies,

'Intellectual Property' means all patents, designs, copyrights, trademarks, trading names, rights in confidential information and know-how, and any associated or similar rights, which the Chargor as at 28 March 2008 or in the future owns or (to the extent of its interest) in which the Chargor as at 28 March 2008 or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same),

'Insolvency Act' means the Insolvency Act 1986 as amended from time to time,

'Investments' means

a securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit)

b warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments

c all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person) and

d all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights

in each case now or in the future owned by the Chargor or (to the extent of its interest) in which the Company has an interest,

Name of company

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'Loan Stock Instrument' means

'Prior Security' means any security granted by the Chargor from time to time ranking, or intended to rank, in priority to the Charges pursuant to Condition 3.3 of the Instrument,

'Real Property' means freehold (including commonhold) and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon),

'Receiver' means an administrative receiver, receiver, manager or receiver and manager,

'Security' means debentures to be granted by each of the Company and V-Fuels Biodiesel Limited (company number 5402305) which are intended to be entered into contemporaneously with the entry by the Company into this Instrument by way of security for the obligations of the Company in respect of the Stock in favour of the Security Trustee for the benefit of the Stockholders on the terms of clauses 14 (Security Trust Provisions) and 15 (Security Trustee's Rights) of the said debentures

'Stock' means the loan stock of the Chargor constituted by this Instrument or, as the case may require, the amount of such stock for the time being issued and outstanding, and

'Stockholders' means the person or persons for the time being holding the Stock (and 'Stockholder' shall be construed accordingly)

## Addendum 3/4

## 3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

## 4 Short particulars of all the property mortgaged or charged (continued)

1.4 As further security for the payment and discharge of all Liabilities, the Chargor has assigned absolutely with full title guarantee to the Security Trustee all its present as at 28 March 2008 and future right, title and interest as at 28 March 2008 and in future in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances)

1.5 The Fixed Charges rank in priority to any other Security over the Charged Assets except for the Prior Security (if any) from time to time

1.6 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (Fixed Charges) or 4 (Floating Charge) of the Debenture, as set out in clause 2 below

1.7 It shall be implied in respect of Clauses 3 of the (Fixed Charges) of the and 4 (Floating Charge) of the that the Company is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

## 2 FLOATING CHARGE

2.1 The Chargor with full title guarantee and as continuing security for the payment and discharge of the Liabilities, has charged in favour of the Security Trustee (as trustee for the Stockholders) by way of floating charge, its

Name of company

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of Company

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assignment under the Debenture

2 2 The floating Charge ranks behind all the Fixed Charges but ranks in priority to any other Security over the Charged Assets except for the Prior Security (if any) from time to time

2 3 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating Charge created by the Debenture

2 4 If -

2 4 1 an Enforcement Event occurs, or

2 4 2 any person takes any step to levy any distress, attachment, execution or other legal process against any of those Charged Assets, or

2 4 3 there occurs the making of an order for the compulsory winding up of the Chargor, the passing of a resolution for the voluntary winding up of the Chargor or the appointment of an Administrator or Receiver

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

2 5 Where the floating Charge has crystallised under the provisions of Clause 4 4 of the Debenture as set out in clause 2 4 above, it may be reconverted into a floating charge by written notice given at any time by the Security Trustee to the Chargor in respect of the Charged Assets specified in such notice

### 3 Priority, Restrictions and Further Assurance

3 1 The Chargor shall not (and shall not agree to) create or have outstanding any Security over the Charged Assets except as permitted by Condition 3 3 of the Instrument

3 2 The Chargor shall not (and shall not agree to) sell, factor, discount, transfer, assign, lease or hire out, lend or otherwise dispose of any of the Charged Assets

3 3 The Chargor shall promptly do whatever the Security Trustee reasonably requires -

(a) to perfect or protect the Charges or the priority of the Charges or

(b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction

## SCHEDULE

Real Property

None as at 28 March 2008

Company number

5856270

Name of company

\*insert full name  
of Company

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

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

**COMPANY NO. 5856270  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 MARCH  
2008 AND CREATED BY GREEN PARK VENTURES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CAPITA TRUST COMPANY LIMITED (THE  
SECURITY TRUSTEE) 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 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 APRIL 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES