

Short particulars of all the property mortgaged or charged

1 Fixed Charges

The Chargor with full title guarantee and as continuing security for the payment and discharge of all Liabilities, has charged in favour of the Security Trustee (as trustee for itself and as trustee for the Lender)

1 1 by way of first legal mortgage, all Real Property in England and Wales (described in Schedule 1 (Real Property)) belonging to it as at 30 September 2008

1 2 by way of first fixed charge, all other Real Property belonging to it as at 30 September 2008 and all Real Property acquired by it in the future

1 3 by way of first fixed charge, all

1 3 1 Book Debts,

1 3 2 Fixtures,

Continued on Addendum 4/4

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)

Signed

Ashurst LLP

Date 14 October 2008

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

**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 situated 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

* GREEN PARK VENTURES LIMITED (the "Chargor")

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,

"Amended Security Sharing Agreement" means the Security Sharing Agreement as amended and restated pursuant to a restatement agreement dated 30 September 2008 made between the Loan Stockholders, the RCF Lender, the Lender, the Security Trustee, GPV and the Chargor

"Bank Accounts" means all current, deposit or other accounts with any reputable bank or financial institution in which the Chargor as at 30 September 2008 or in the future has an interest and (to the extent of its interest) all balances as at 30 September 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 30 September 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 of the security created or expressed to be created by or pursuant to the Debenture,

"Enforcement Event" means an Event of Default (such term as defined in the Facility Agreement) which has resulted in the Lender exercising any of its rights under clause 18 16 (Acceleration) of the Facility Agreement,

"Facility Agreement" means a credit agreement entered into by the Chargor on 30 September whereby the Lender will make available to the Chargor a term loan facility of £11,000,000,

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

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

"Instrument" means the loan stock instrument entered into by the Chargor on 28 March 2008 creating twenty million pounds (£20,000,000) fixed rate convertible loan stock 2010 as the same may be modified from time to time in accordance with its terms,

"Insurances" means all contracts and policies of insurance of any kind as at 30 September 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 30 September 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 30 September 2008 or in the future owns or (to the extent of its interest) in which the Chargor as at 30 September 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),

"Investments" means

a securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds,

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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 as at 30 September 2008 or in the future owned by the Chargor or (to the extent of its interest) in which the Chargor has an interest,

"Lender" means BlueCrest Strategic II B V a company incorporated under the laws of the Netherlands with its seat (statutaire zetel) in Amsterdam, the Netherlands and registered with the Chamber of Commerce of Amsterdam under file number 34311625 whose registered office is at Amsteldijk 166, 1079 LH Amsterdam, the Netherlands in its capacity as Lender under the Facility Agreement,

"Liabilities" means all money or liabilities due, owing or incurred to the Lender under any Finance Document as at 30 September 2008 or in the future, in any manner whether actual or contingent, whether incurred jointly or solely with any other person and whether as principal or surety and any moneys becoming payable by the Chargor to the Security Trustee (or any Administrator or Receiver) under the provisions of the Debenture,

"Loan Stockholders" means each of New City High Yield Fund Limited, City Natural Resources High Yield Trust PLC and BD-Finance LLP in their capacity as holders of loan stock under the Instrument,

"Prior Security" means the GPV Loan Stock Security Documents (as defined in the Security Sharing Agreement), the Security (as such term is defined in the Instrument) and the Security Documents (as defined in the Revolving Credit Facility Agreement),

"RCF Lender" means BlueCrest Strategic Limited whose registered office is at P O Box 309, George Town, Grand Cayman, Cayman Islands in its capacity as lender under the Revolving Credit Facility Agreement,

"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,

"Revolving Credit Facility Agreement" means a £4,000,000 revolving credit agreement entered into by the Chargor, V-Fuels and the RCF Lender on 22 July 2008,

"Security" means any security created by the Chargor from time to time,

"Security Sharing Agreement" means the security sharing agreement dated 24 July 2008 made between the Loan Stockholders, the RCF Lender, the Security Trustee, V-Fuels and the Chargor whereby all security held on trust for the Loan Stockholders and the RCF Lender, is held pari passu, and

"V-Fuels" means V-Fuels Biodiesel Limited whose registered office is at Cambois, Bedlington, Northumberland NE22 7BA

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Addendum 3/4

3 Names, addresses and descriptions 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 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 clauses 1 1 or 1 2 above),
in each case, both as at 24 July 2008 and future

1 4 As further security for the payment and discharge of all Liabilities, the Chargor assigns absolutely with full title guarantee to the Security Trustee all its right, title and interest as at 24 July 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)

1 7 It shall be implied in respect of Clauses 3 (Fixed Charges) of the Debenture as set out in clause 1 above and clause 4 (Floating Charge) of the Debenture as set out in clause 2 below that the Chargor 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, charges in favour of the Security Trustee (as trustee for the RCF Lender) by way of floating charge, its undertaking and all its assets, both as at 24 July 2008 and in future not from time to time subject to a mortgage, fixed charge or 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

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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 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 the Security Sharing Agreement and the Debenture

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

3 3 1 to perfect or protect the Charges or the priority of the Charges, or

3 3 2 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

3 4 The Security Trustee shall upon request (at the cost of the Chargor) enter into any deed or document providing for such subordination and/or inter creditor arrangements as the holder (or intended holder) from time to time of Prior Security shall reasonably require and which is not adverse to the interests of the Security Trustee

Schedule 1

Real Property

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5856270
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30
SEPTEMBER 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) 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 15 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 OCTOBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES