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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.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[] [] [] [] [] [] [] [] [] []

6448126

Name of company

* ETHANOL VENTURES GRIMSBY LIMITED (THE "CHARGOR")

Date of creation of the charge

6 March 2009

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

LEGAL CHARGE BETWEEN (1) THE CHARGOR AND (2) HUMBER LAND (GRIMSBY) TRUSTEE ONE LIMITED AND HUMBER LAND (GRIMSBY) TRUSTEE TWO LIMITED (acting in their capacity as joint trustees of HUMBER LAND (GRIMSBY) UNIT TRUST) (THE "LEGAL CHARGE")

Amount secured by the mortgage or charge

AS SPECIFIED IN PART ONE OF THE ATTACHED SCHEDULE

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

HUMBER LAND (GRIMSBY) TRUSTEE ONE LIMITED AND HUMBER LAND (GRIMSBY) TRUSTEE TWO LIMITED (acting in their capacity as joint trustees of HUMBER LAND (GRIMSBY) UNIT TRUST) whose registered office is PO Box 1075, Elizabeth House, 9 Castle Street, St Heller, Jersey

Postcode JE2 3RT

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

Forsters LLP
31 Hill Street
London
W1J 5LS

ref VET/27925.15

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

THURSDAY



AKNOK830

A36

12/03/2009

154

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

AS SPECIFIED IN PART TWO OF THE ATTACHED SCHEDULE.

N.B. PART THREE OF THE ATTACHED SCHEDULE CONTAINS CERTAIN RESTRICTIONS ON THE CHARGOR WHICH FURTHER DEFINE THE LEGAL CHARGE AND WHICH SHOULD BE READ TOGETHER WITH THE LEGAL CHARGE.

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

Date

11 / 3 / 09

On behalf of ~~XXXXXX~~ [mortgagee/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 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

SCHEDULE

Schedule to the Form 395 in respect of the Legal Charge granted by ETHANOL VENTURES GRIMSBY LIMITED (the "Chargor") in favour of HUMBER LAND (GRIMSBY) TRUSTEE ONE LIMITED AND HUMBER LAND (GRIMSBY) TRUSTEE TWO LIMITED (acting in their capacity as joint trustees of HUMBER LAND (GRIMSBY) UNIT TRUST) (the "Chargee") dated 6th March 2009 (the "Form 395")

In this Schedule to the Form 395 the following words and expressions shall have the meanings respectively set out against them below:-

"Charged Property" means all the assets for the time being subject to the Security Interests created by the Legal Charge (and references to the Charged Property include references to any part of it);

"Insurance Policies" means all contracts and policies of insurance or assurance in relation to the Charged Property and all moneys paid or payable under or pursuant to such policies and all rights and interests in such contracts and policies including the right to the refund of any premium, in each case, at the date of the Legal Charge or at any time thereafter (and from time to time) owned or taken out by the Chargor or in which the Chargor has an interest;

"Property" means the property more particularly described in the transfer dated the date of the Legal Charge between the Chargor and the Chargee forming part of the land at Great Coates, Grimsby registered at HM Land Registry with title number HS327930 and including any part of it and all buildings, structures, fixtures and fittings and the proceeds of sale of all or any part thereof;

"Property Interests" means all interests in or over the Property and all rights, licences, easements, rights of way, guarantees, rents, deposits, contracts, covenants and warranties relating to the Property, in each case, at the date of the Legal Charge or at any time thereafter (and from time to time) owned or held by the Chargor;

"Purchase Agreement" means the purchase agreement dated the date of the Legal Charge between the Chargor and the Chargee for the sale and purchase of the Property;

"Rent" means the aggregate of all amounts (including rent and all other sums) payable to or for the account of the Chargor in connection with the letting of all or part of the Property (if any);

"Secured Liabilities" means all present and future moneys, obligations and liabilities owed by the Chargor to the Chargee, under or in connection with its obligations under Clause 2 and Clause 6.1 of the Purchase Agreement; and

"Security Interests" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or any other type of encumbrance or security interest securing any obligation of any person or any other agreement or arrangement having or intending to have a similar effect.

Part One

The Chargor covenanted with the Chargee that it will on demand pay and discharge all Secured Liabilities owing or incurred from or by it to the Chargee when the same become due and payable pursuant to Clause 2 and Clause 6 of the Purchase Agreement.

Part Two

As a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee:

- (a) charged to the Chargee, by way of first legal mortgage, the Property; and
- (b) charged to the Chargee, by way of first fixed charge, all its:
 - (i) Property Interests;
 - (ii) the Rent; and
 - (iii) Insurance Policies.

Part Three

The Chargor covenanted with the Chargee that it will not at any time, except with the prior consent of the Chargee, such consent not to be unreasonably withheld or delayed:

- (c) create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Property other than the Legal Charge; or
- (d) sell, assign, transfer, lease, licence, share occupation of part with possession or otherwise dispose of (or purport to sell, assign, transfer, lease, licence, share occupation of, part with possession or otherwise dispose of) all or any part of the Charged Property or of the equity of redemption of any such Charged Property or any interest in any such Charged Property; or
- (e) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

The Chargee may from time to time without notice and both before and after demand set off any matured obligation due from the Chargor to the Chargee under the Purchase Agreement against any matured obligation owed by the Chargee to the Chargor.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6448126
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 6 MARCH
2009 AND CREATED BY ETHANOL VENTURES GRIMSBY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HUMBER LAND (GRIMSBY)
TRUSTEE ONE LIMITED AND HUMBER LAND (GRIMSBY)
TRUSTEE TWO LIMITED (ACTING IN THEIR CAPACITY AS
JOINT TRUSTEES OF HUMBER LAND (GRIMSBY) UNIT TRUST)
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 12 MARCH 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MARCH 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES