

MG01

Particulars of a mortgage or charge



104235/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge in Scotland
company. To do this, please use
form MG01s

THURSDAY



LD2 15/04/2010 194
COMPANIES HOUSE

1 Company details

Company number 06448126
Company name in full Ethanol Ventures Grimsby Limited
(the "Company")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation 01/04/2010

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Charge over cash deposit and assignment dated 1 April 2010 (the "Charge")
between the Company and Ethanol Project Services Limited (the "Chargee")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All obligations and liabilities under (i) the irrevocable undertaking by the
Company to advance the funds from time to time due to the Chargee under
the Interim Loan Agreement (including, without limitation, the Company's
obligations under clause 2 of the Interim Loan Agreement) and (ii) the
Charge, in each case

(a) whether present or future, (b) whether alone or jointly with any other
person, (c) whether actual or contingent, (d) whether as principal or as
surety, (e) in whatsoever name, firm or style, (f) in whatsoever currency
denominated, or (g) otherwise,

together with interest to the date of payment at such rates and upon such
terms as may from time to time be agreed and all commission, fees, costs
and other charges (including, without limitation, legal fees) on a full
indemnity basis (the "Secured Liabilities")

Capitalised terms in this Form MG01 shall have the meaning as set out in
the attached continuation sheets (Short particulars)

Continuation page
Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name Ethanol Project Services Limited

Address 10 Old Burlington Street, London

Postcode W 1 S 3 A G

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars Please see continuation sheets

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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Signature

Please sign the form here

Signature

Signature

X

Olswang LLP

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Stephen Hunter

Company name OLSWANG LLP

Address 90 High Holborn

Post town London

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgage or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 SECURITY</p> <p>1 1 By way of continuing security in favour of the Chargee for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charged to the Chargee by way of first fixed charge, all the Company's rights, title, interest and benefit in the Cash Deposit</p> <p>1 2 The Company assigned and agreed to assign absolutely, subject to a proviso for re-assignment following the date on which all of the Secured Liabilities have been unconditionally discharged in full, all of its rights, title, interest and benefit in the Cash Deposit</p> <p>1 3 The Company assigned by way of security and agreed to assign by way of security absolutely with full title guarantee to the Chargee as security for the payment and satisfaction of all the Secured Liabilities, subject to a proviso for re-assignment following the date on which all of the Secured Liabilities have been unconditionally discharged in full, all of its right, title and interest, present and future, in and to the Ebury Charge, including any other benefit or advantage accrued or which may at any time after the date of the Charge accrue and which shall become payable thereunder, and all rights and remedies in connection with the Ebury Charge and all proceeds and claims arising from the Ebury Charge</p> <p>1 4 The Company shall not, save as contemplated otherwise in the Charge, do or permit to be done any act or thing which would prevent the Chargee or any person claiming title through it from receiving any monies payable under the Ebury Charge</p> <p>2 NEGATIVE PLEDGE</p> <p>The Company shall not</p> <p>2 1 create, purport to create or allow to subsist, any Security Interest over the whole or any part of the Cash Deposit except for any Permitted Security Interest,</p> <p>2 2 convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Cash Deposit other than as expressly agreed by the Chargee,</p> <p>2 3 permit or agree to any variation of the rights attaching to the whole or any part of the Cash Deposit, or</p> <p>2 4 do, cause or permit to be done anything which may in the opinion of the Chargee, in any way depreciate, jeopardise or otherwise prejudice the value to the Chargee (whether monetary or otherwise) of the whole or any part of the Cash Deposit</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS AND CONSTRUCTION

"Cash Deposit" means all sums from time to time standing to the credit of the Deposit Account, all interest on such sums and all other amounts of whatsoever nature deriving directly or indirectly from such sums,

"Deposit Account" means the account designated as such in the Charge as such account may be redesignated or renumbered from time to time,

"Ebury Charge" means the charge over cash deposit dated 1 April 2010 between Ebury Engineering Services Limited as chargor and the Company as chargee,

"Interim Loan Agreement" means the interim loan agreement dated 1 April 2010 between the Company (as Lender) (1) and the Chargee (as Borrower) (2),

"Permitted Security Interest" means the security constituted by the Charge, and

"Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) including, without limitation, any "hold back" or "flawed asset" arrangement together with any preferential right, retention of title, deferred purchase, leasing, sale or purchase, sale and leaseback arrangement, trust agreement, declaration of trust, trust arising by operation of law, any option or agreement for any of the same or any arrangement which has substantially the same commercial or substantive effect as the creation of security



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

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 6448126
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT
AND ASSIGNMENT DATED 1 APRIL 2010 AND CREATED BY
ETHANOL VENTURES GRIMSBY LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
ETHANOL PROJECT SERVICES LIMITED ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 15 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2010

MH DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES