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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

316

00014259

AcN^o 00400107

Name of company

* HSBC BANK PLC

Date of creation of the charge

11 OCTOBER 2005

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

SEE SCHEDULE 1

Amount secured by the mortgage or charge

SEE SCHEDULE 2

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

SEE SCHEDULE 3

Postcode

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

Clifford Chance Limited
10 Upper Bank Street
London
E14 5JJ
C/H London Counter

For official Use (02/00)
Mortgage Section

Post room



LD3
COMPANIES HOUSE

279
21/10/2005

Time critical reference

Short particulars of all the property mortgaged or charged

SEE SCHEDULE 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)

NIL

Signed *Clifford Chance*

Date 21 October 2005

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ (chargee) † Clifford Chance LLP

*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

HSBC Bank plc

Co. No: 00014259

SCHEDULE 1

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

A trust deed (the "**Trust Deed**") dated 11 October 2005 and made between HSBC Bank plc as issuer (the "**Issuer**") and HSBC Trustee (C.I.) Limited as trustee (the "**Trustee**") in connection with the issue of the Notes (as defined below).

SCHEDULE 2**(Amount secured by the mortgage or charge)**

All monies, debts and liabilities which were on 11 October 2005, or which have been or at any time after 11 October 2005 have become, may be or may become, due, owing or incurred, actually or contingently, by the Issuer:

- (a) to the Trustee in its capacity as such in respect of the Notes under or in connection with the Trust Deed;
- (b) to the Noteholders in respect of principal, interest or any other amounts payable in respect of the of the Notes; and
- (c) to the parties under or in connection with the Agency Agreement.

Definitions

In this Form 395:

"Account" means the account designated "JFC Account No. 1" in the name of the Issuer with the Principal Paying Agent at its specified office or such other account substituted as the Account by written agreement between the Issuer and the Trustee.

"Agency Agreement" means the agency agreement relating to the Notes dated 11 October 2005 between the Issuer, the Borrower, the Guarantors, the Trustee and the agents named therein, together with any agreement for the time being in force amending or modifying with the prior written approval of the Trustee the aforesaid agreement.

"Borrower" means CJSC "JFC Group Co. Ltd.", a closed joint stock company established under the laws of the Russian Federation (main state registration number 1027801530250) whose registered address is at Ulitsa Sofiskaya 60D, 192241 St. Petersburg, Russian Federation, in its capacity as borrower under the Loan Agreement.

"Charged Property" means the property subject to the Charge.

"Conditions" means the terms and conditions to be endorsed on the Note Certificates (as defined in the Trust Deed) as any of the same may, from time to time, be modified in accordance with the Trust Deed and any reference in the Trust Deed to a particular numbered Condition shall be construed accordingly.

"Guarantors" means each of CJSC "National Fruit Corporation JFC", a closed joint stock company established under the laws of the Russian Federation (main state registration number 1047855049582) whose registered address is at Ulitsa Stepana Supruna 12-1, 125167, Moscow, Russian Federation and LLC "Bonanza International" a limited liability company established under the laws of the Russian Federation (main state registration number 1057811845739) whose registered address is at Petrogradskaya Embankment, Block A,

Offices 17N, 18N, 19N, 197046 St. Petersburg, Russian Federation, each in its capacity as guarantor under the Loan Agreement.

"Loan" means the loan to the Borrower made upon and subject to the terms, conditions and provisions of the Loan Agreement or, as the context may require, the aggregate principal amount thereof for the time being outstanding.

"Loan Agreement" means the loan agreement dated 6 October 2005 between the Borrower, the Guarantors and the Issuer as lender relating to the Loan as the same may be amended, restated or supplemented from time to time.

"Noteholder" and (in relation to a Note) **"holder"** means a person in whose name a Note is registered in the register of Noteholders save that, for so long as the Notes are represented by a global note certificate, each person who has for the time being a particular principal amount of such Notes credited to his securities account in the records of Clearstream, Luxembourg or Euroclear shall be deemed to be the Noteholder in respect of the principal amount of such Notes for all purposes hereof other than for the purpose of payments in respect thereof, the right to which shall be vested, as against the Issuer, solely in the registered holder of such Note in accordance with and subject to the terms of the Trust Deed and the global note Certificate.

"Notes" means the notes in the denominations of U.S.\$100,000 and integral multiples of U.S.\$1,000 in excess thereof in registered form, each comprising the U.S.\$60,000,000 9.75 per cent. Loan Participation Notes due 2007 constituted in relation to the Trust Deed, to be represented by a global note certificate or individual note certificates, in or substantially in the form set out in Part A and Part B of Schedule 1 of the Trust Deed and for the time being outstanding or, as the case may be, a specific number thereof.

"Principal Paying Agent" means HSBC Bank plc, or, if applicable, any successor principal paying agent for the Notes as may from time to time be appointed by the Issuer.

"Reserved Rights" are the rights excluded from the Charge and the Transferred Rights, being all and any rights, interests and benefits in respect of the obligations of the Borrower under Clauses 2.3 (*Fees*), 3.2 (*Expenses*), 5.3 (*Prepayment in the event of Illegality*), 6.2 (*No Set-Off, Counterclaim or Withholding; Gross Up*), 6.3 (*Withholding on Notes*), 8 (*Change in Law; Increase in Cost*), 12 (*Indemnity*), 14 (*Survival*) and 15.2 (*Stamp Duties*) of the Loan Agreement.

"Transferred Rights" means the rights and benefits transferred to the Trustee in paragraph 1.2 and 1.3 of Schedule 4 hereto.

HSBC Bank plc

Co. No: 00014259

SCHEDULE 3

HSBC Trustee (C.I.) Limited whose principal office is at P.O. Box 88, 1 Grenville Street, St. Helier, Jersey JE4 9PF, Channel Islands as trustee for itself and the Noteholders.

SCHEDULE 4

(Particulars of all property mortgaged or charged)

- 1.1 The Issuer with full title guarantee and as continuing security for the payment of all sums under the Trust Deed and the Notes has charged in favour of the Trustee by way of first fixed charge (the "Charge"):
- 1.1.1 all principal, interest and/or additional amounts (if any) payable by the Borrower and/or the Guarantors jointly and severally to the Issuer as lender under the Loan Agreement;
- 1.1.2 the right to receive all sums which may be or become payable by the Borrower and/or the Guarantors under any claim, award or judgment relating to the Loan Agreement; and
- 1.1.3 all the rights, title and interest in and to all sums of money now or in the future deposited in the Account and the debts represented thereby.

provided that:

- (a) for the avoidance of doubt the Issuer shall remain the legal and beneficial owner of the Charged Property following the granting of the Charge; and
- (b) in the case of each of 1.1.1, 1.1.2 and 1.1.3, there shall be excluded from the Charge the Reserved Rights and any amounts relating to the Reserved Rights.
- 1.2 The Issuer with full title guarantee has assigned absolutely to the Trustee for the benefit of itself and the Noteholders all the rights, interests and benefits, both present and future, which have accrued or may accrue to the Issuer as lender under or pursuant to the Loan Agreement (including, without limitation, the right to declare the Loan immediately due and payable and to take proceedings to enforce the obligations of the Borrower and/or the Guarantors jointly and severally thereunder) other than the Charged Property and the Reserved Rights and any amounts relating to the Reserved Rights and the Charged Property.
- 1.3 On the irrevocable and unconditional payment or discharge by the Issuer of all sums under the Trust Deed and the Notes and the Issuer certifying such events to the Trustee, the Trustee, at the request and cost of the Issuer (to the extent that the Issuer receives funds therefor from the Borrower and/or the Guarantors), shall release, reassign or discharge the Transferred Rights to, or to the order of, the Issuer, *provided, however, that*, no such release, reassignment or discharge shall be effective unless and until any such costs are paid to or to the order of the Trustee.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00014259

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRUST DEED DATED THE 11th OCTOBER 2005 AND CREATED BY HSBC BANK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC TRUSTEE (C.I.) LIMITED 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 21st OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th OCTOBER 2005.

C. Ceri



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES