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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

145437/13

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

145437/13

02754740

Name of company

* Finagra (UK) Ltd (the "Borrower")

Date of creation of the charge

26 February 2009

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

Trade Finance Security Agreement (the "Deed")

Amount secured by the mortgage or charge

- a) all sums of money which have been or are now or may hereafter at any time or from time to time be advanced to the Borrower by the Bank for or in connection with the financing of Goods; and
- b) interest on all such sums of money at such rates as may be agreed from time to time; and
- c) all other indebtedness and / or liabilities and obligations to the Bank present, future, actual and/or contingent whether owing or accruing due from the Borrower solely, severally or jointly with any other person and whether as principal, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner; and
- d) all costs, charges and other expenses howsoever incurred by the Bank in relation thereto or to this security and/or our liabilities hereunder on a full indemnity basis,

together with interest (both before and after judgement) on any of the foregoing which may be due and unpaid calculated day by day from the date of demand until full discharge (such interest to be chargeable at the rate of interest calculated and compounded by the Bank in accordance with the thereto related terms and conditions as previously agreed between the parties and in the absence of such previous agreement in accordance with its practice from time to time) (all the above being called the "Indebtedness")

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

Israel Discount Bank Limited (the "Bank") of Nightingale House, 65 Curzon Street, London,

Postcode W1J 8PE

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

Tracy Howell
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

55890/120118/23324804

Time critical reference

For official Use (02/06)

Mortgage Section

Post room

SATURDAY



A28

ANRHT7Y3

07/03/2009

253

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

MA Pipe

Date

6 March 2009

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

Name of company

*insert full name
of Company

* Finagra (UK) Ltd (the "Borrower")

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)

Note.

In this form:

"Assigned Moneys", means all moneys and other receivables due to the Borrower arising out of or in connection with the financing, carriage, sale or other disposition of any and all Goods;

"Goods", means all goods for which the Bank has provided financing for purchase or sale by the Borrower and in respect of which financing remains outstanding;

"Pledged Documents", means all bills of lading, warrants, delivery orders, warehouse keepers' certificates or receipts and all documents of title in respect of the Goods and which are now or which shall at any time in future be deposited by the Borrower or on the Borrower's behalf with the Bank or its agents or other persons authorised by the Bank to hold the same to its order;

"Pledged Goods" means all Goods which are now or will in future be:-

- i. delivered by the Borrower or on the Borrower's behalf into the possession of the Bank or its agents or other persons authorised by the Bank to hold the same to its order or on its behalf; or
- ii. received into the custody or control of any depot, warehouse or handling agent approved by the Bank and which are the subject of a declaration that such goods are held to the order of the Bank; or
- iii. recorded in any bill of lading, warrant, certificate, receipt or any other document of title made out to or to the order of or endorsed to the Bank or its order, or in the case of goods purchase of which has been financed by the Bank, to the Borrower or the Borrower's order in blank.

Addendum 3/4

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

Name of company

*insert full name
of Company

* Finagra (UK) Ltd (the "Borrower")

Addendum 4/4

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

1. Assignment of Moneys and Receivables and Insurances

The Borrower irrevocably and absolutely and with full title guarantee assigned and agreed to assign to the Bank and grant the Bank a first priority security interest in and charge over all the Borrower's rights, title and interest in and to:-

- 1.1 the Assigned Moneys and
- 1.2 all moneys, credits or other assets or rights held by the Bank in the Borrower's favour on any account or accounts from time to time; and
- 1.3 all policies and contracts of Insurance, including any rights under any entry in a protection and indemnity or war risks association, credit insurance or political risk insurance which are from time to time taken out in connection with any and all Goods financed by the Bank (all of which being collectively called the "Insurances") and all the benefits thereof including claims of any nature;

up to the total actual and/or contingent indebtedness, together with any interest, expenses, commissions and other charges due to the Bank under the Deed.

2. Pledge and Hypothecation of Goods and Documents.

- 2.1 The Borrower pledged and agreed to pledge to the Bank with full title guarantee:-
 - a) The Pledged Goods
 - b) the Pledged Documents.
- 2.2 In addition to the security granted by way of pledge of the Goods in favour of the Bank pursuant to Clause 3.a of the Deed and to the extent that at any time and for any reason such pledge of Goods is not or is no longer constituted, the Borrower:-
 - a) Hypothecated and charged and agreed to hypothecate and charge to and in favour of the Bank with full title guarantee all the Borrower's rights, title and interest present and future in and to the Goods; and
 - b) Declare that they hold and agree to hold on trust for the Bank exclusively, the Goods and all proceeds of the sale or other disposition thereof and all documents relating thereto;

provided however that the provisions of this sub-section 2.2 shall cease to apply to any Goods in respect of which financing provided by the Bank, including interest, expenses, commissions and other charges has been fully repaid.

3. Covenants concerning the Goods, Pledged Documents, Assigned Moneys and Insurances.

The Borrower covenanted with and to the Bank that they will:-

- a) not pledge or purport to pledge the Goods or Pledged Documents or assign or purport to assign the Assigned Moneys or Insurances, related to Goods financed by the Bank, in favour of any third person or agree to do so;

Name of company

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- b) not suffer or permit the creation of any security interest over the Goods or any moneys derived therefrom or over the Assigned Moneys or the Insurances except as provided in the Deed, and do nothing that could imperil or detract from the rights granted to the Bank in the Deed;

4. Other Security

- 4.1 The security constituted shall be in addition to any other security which the Bank may now or in future hold in respect of the Borrower's indebtedness or other obligations incurred or to be incurred by the Borrower and shall remain in full force and effect notwithstanding the amendment, release, enforcement or substitution of any such other security.
- 4.2 The Bank may in its absolute discretion enforce or refrain from enforcing its rights under the Deed or pursuant to any assignment, trust receipt, certificate of attornment or other instrument made or issued pursuant to the Deed, at any time and from time to time, and together with or independently of any other security held by it for any indebtedness owed by the Borrower on any account whether under the laws of England or elsewhere.

5. Power of Attorney

The Borrower irrevocably appointed and constituted the Bank (acting by its authorised signatories) as the Borrower's true and lawful attorney with full power (in the Borrower's or the Bank's name or otherwise) without any liability on the part of the Bank and with power to appoint a substitute, to do all or any of the following acts, deeds and thing, namely:-

- (a) to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for moneys due or to become due:-
- (1) under or arising out of the assignments contained in the Deed; or
 - (2) in connection with the Goods or with the Pledged Documents or the insurances or any trust receipt issued pursuant to the Deed; or
 - (3) otherwise in connection with the Deed:
- (b) to endorse bills of lading, sign invoices, receipts (including trust receipts), notices of assignment, certificates of origin, quantity, quality, obtain a clean report of findings and sign, endorse (whether in favour of the Bank or otherwise) and deliver any other document pursuant to the Deed or which may be required to enable the Bank to collect any moneys due under any letter of credit or other payment instrument held by or for the Bank in connection with the Goods or Assigned Moneys:
- (c) to sign and execute any documents and do all other acts and things whatsoever which the Bank in its sole discretion considers necessary or desirable to perfect its security or to effect any sale of any Goods or to enforce any rights to which the Borrower or the Bank may be entitled in connection with the Goods:
- (d) at the Borrower's expense, to insure and store or arrange for storage of any of the Goods (but without any obligation to do so and without being responsible for any loss or damage resulting from an omission to do so):
- (e) to make any claims or institute any proceedings or take any other action which the Bank may consider necessary or desirable: -
- (1) in order validly to pledge or re-pledge or recover or sell, transfer, assign or otherwise dispose of or obtain the attornment by any third party in favour of the Bank of any Goods:

Name of company

*insert full name
of Company

* Finagra (UK) Ltd (the "Borrower")

- (2) in order validly to pledge or re-pledge any documents of title, transport or other documents in respect of any Goods or recover possession of the same pursuant to any trust receipt:
- (3) in connection with the payment or recovery the Assigned Moneys or any amount in respect of any Goods or insurances pursuant to the provisions of the Deed:
- (4) in order to assign moneys or receivables or insurances pursuant to the Deed:
- (5) in order to perfect and/or preserve the security interest in the Goods and Pledged Documents and in the Assigned Moneys in favour of the Bank pursuant to the Deed: or
- (6) otherwise to give effect to or protect or enforce the Bank's right under the Deed or under any trust receipt or certificate of attornment issued pursuant to the Deed.

The Borrower shall on demand by the Bank ratify and confirm in such form as the Bank may require any act performed within the scope of the powers and authority conferred by the Deed.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2754740
CHARGE NO. 19**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A TRADE FINANCE SECURITY
AGREEMENT DATED 26 FEBRUARY 2009 AND CREATED BY
FINAGRA (UK) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO ISRAEL DISCOUNT
BANK LIMITED ON ANY ACCOUNT WHATSOEVER WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 7 MARCH 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**