



001503/13

395

CHWP000

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write in
this margin

Particulars of a mortgage or charge

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

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

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

For official use

Company number

3

4382295

Name of company

* insert full name
of Company

* Louis Dreyfus Commodities (Metals) Limited

Date of creation of the charge

16 June 2006

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

Security Deed

Amount secured by the mortgage or charge

04
+
10

All moneys, obligations and liabilities (whether actual or contingent and including interest, fees, commissions, expenses and other charges and all legal and other costs) now or at any time hereafter due, owing or incurred by the Company to the Chargee on any account or in any manner whatsoever pursuant to the facilities made available by the Chargee to the Company (the "Facilities").

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

Société Générale, a company incorporated in France whose UK head office is at SG House,
41 Tower Hill, London

Postcode EC3N 4SG

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

Paul Francis
DEFI/MCF/COR
Société Générale
AS ABOVE

Time critical reference

For official Use (02/06)
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

(1) A pledge over:

- (a) all goods which are now or may at any time be or be delivered into the possession (whether actual or constructive) of the Chargee or carried, warehoused or stored in the name of, or otherwise deposited or lodged with, the Chargee or its agent or nominee (together the "Pledged Goods");
- (b) all bills of lading, airway bills, delivery orders, warrants, warehouse certificates, receipts, trust receipts, invoices, drafts, bills of exchange, promissory notes, insurance policies, documents of title or any other document whatsoever which are now or may hereafter be delivered into the possession (whether actual or constructive) of the Chargee or its agent or nominee (together the "Pledged Documents"); and
- (c) the proceeds of sale or realisation of the Pledged Goods or the Pledged Documents and any insurance proceeds received with respect thereto

Particulars continued as per attached Continuation Sheet

+ 25

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 Paul Ears

Date 20 June 2006

On behalf of [company] [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 are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge
(continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

* delete if
inappropriate

Company number

4382295

Name of company

Louis Dreyfus Commodities (Metals) Limited

Limited *

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

| |
|--|
| |
|--|

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
binding margin

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

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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

(2) An unconditional and irrevocable assignment to the Chargee by way of security all its present and future right, title and interest in and to the following:

- (a) contracts (including any proceeds of sale and claims for damages or insurance arising under such contracts) entered into by the Company with respect to any goods which have been or are to be purchased or held by the Company with the assistance of finance provided directly or indirectly by the Chargee pursuant to the Facilities (the "Financed Goods");
- (b) guarantees, letters of credit, letters of indemnity or similar obligations issued or incurred by third parties to the Company with respect to the Financed Goods or any contract of sale or purchase relating thereto;
- (c) claims the Company may have against a carrier of any Financed Goods, whether under or pursuant to a bill of lading or otherwise;
- (d) wash-out, book-out, circle settlement, netting or other similar agreement or arrangement pursuant to which the rights and obligations of the parties to two or more contracts for the sale and purchase of a particular commodity are effectively cancelled and substituted by new payment obligations calculated by reference to the sale prices agreed in such contracts;
- (e) rights to receive payment in respect of any currency or commodity related hedge arrangements entered into either with the Chargee or any third party in relation to any risk related to a transaction financed by the Chargee under the Facilities whether such hedge is entered into on an exchange or over-the-counter; and
- (f) things in action which may give rise to any debt, revenue or claim under or pursuant to any of the property described in paragraphs 2(a), (b), (c), (d) and (e) above, together with the full benefit of any guarantee, security or other rights relating to any such property including, without limitation, reservations of proprietary rights, rights of tracing, unpaid vendors liens and associated rights.

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bold block lettering*

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04382295

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY DEED DATED THE 16th JUNE 2006 AND CREATED BY LOUIS DREYFUS COMMODITIES (METALS) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SOCIETE GENERALE 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 JUNE 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd JUNE 2006.

Pargela.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —