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CHFP025

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bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

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

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

For official use

Company number

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

04455276

Name of company

* FEED FACTORS INTERNATIONAL LIMITED

Date of creation of the charge

6 OCTOBER 2006

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

TRADE FINANCE SECURITY AGREEMENT BETWEEN BNP PARIBAS (SUISSE) SA AS
"CHARGE" AND FEED FACTORS INTERNATIONAL LIMITED AS "CHARGOR"

Amount secured by the mortgage or charge

SEE ATTACHED CONTINUATION SHEET

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

BNP PARIBAS (SUISSE) SA, PLACE DE HOLLANDE 2, 1204 GENEVA, SWITZERLAND

Postcode

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

Middleton Potts
3 Cloth Street
Barbican
London
EC1A 7NP

DN/JSM/3635-118

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



A13
COMPANIES HOUSE

528
18/10/2006

SEE CONTINUATION SHEET ATTACHED

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Particulars as to commission allowance or discount (note 3)

Signed

Middleton P.H.

Date 16 OCTOBER 2006

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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

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Particulars of a mortgage or charge (continued)

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

*Please complete
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Company Number

04455276

Name of Company

FEED FACTORS INTERNATIONAL LIMITED

Limited*

* delete if
inappropriate

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

Amount secured by the Mortgage or Charge:

As continuing security applicable to all current and future transactions for the payment on demand by the Chargee of:

(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 Chargor by the Chargee for or in connection with the financing of the purchase and sale of goods (the "Pledged Goods") whether pursuant to transactions in consideration of money or money's worth or other consideration, counter-trade or any other operations; and

(b) interest on all sums of money at such rates as may be agreed from time to time; and

(c) all the Chargor's other indebtedness and/or liabilities and obligations to the Chargee present, future, actual and/or contingent whether owing or accruing due from the Chargor solely, severally or jointly with any other person 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 Chargee in relation thereto or to this security and/or the Chargor's 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 Chargee in accordance with its practice from time to time).

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

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Short particulars of all the property mortgaged or charged:

1. Assignment of Moneys and Receivables and Insurances

By virtue of the Trade Finance Security Agreement, the Chargor has agreed irrevocably and absolutely and with full title guarantee to assign to the Chargee and grant the Chargee a first priority security interest in and floating charge over all the Chargor's rights, title and interest in and to:

1.1 all moneys and other receivables due to the Chargor arising out of or in connection with the financing, carriage, sale or other disposition of any and all Pledged Goods (as defined above); and

1.2 all moneys, credits or other assets or rights held by the Chargee in the Chargor'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 or political risk insurance which are from time to time taken out in connection with any and all Pledged Goods and all the benefits thereof including claims of any nature.

2. Pledge and Hypothecation of Goods and Documents

2.1 By virtue of the Trade Finance Security Agreement, the Chargor has agreed to pledge to the Chargee with full title guarantee:

(a) All Pledged Goods which are now or will in the future be:

(i) delivered by the Chargor or on the Chargor's behalf into the possession of the Chargee or its agents or other persons authorised by the Chargee 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 Chargee and which are the subject of a declaration that such goods are held to the order of the Chargee; 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 Chargee or its order or the Chargor or the Chargor's order or in blank; and,

(b) all bills of lading, warrants, delivery orders, warehouse keepers' certificates or receipts and all documents of title in respect of the Pledged Goods and which are now or which shall at any time in the future be deposited by the Chargor or on the Chargor's behalf with the Chargee or its agent or other persons authorised by the Chargee to hold the same to its order.

2.2 In addition to the security granted by way of pledge of the Pledged Goods in favour of the Chargee pursuant to clause 2.1 and to the extent that at any time and for any reason such pledge of Pledged Goods is not or is no longer constituted, the Chargor has agreed to:

(a) Hypothecate and charge by way of floating charge to and in favour of the Chargee with full title guarantee all the Chargor's right, title and interest present and future in and to the Pledged Goods; and

(b) declare that the Chargor holds and agrees to hold on trust for the Chargee exclusively, the Pledged Goods and all proceeds of the sale or other disposition thereof and all documents relating thereto.

2.3 Notwithstanding any other provisions of this agreement it is hereby confirmed that:

2.3.1 The Chargor shall be free to deal with and dispose of Pledged Goods in the ordinary course of business; and

2.3.2 The Chargee acknowledges that the Chargor shall be free to enter into any financing arrangements with any third party with regard to the sale and purchase of goods and to grant any form of security over such goods provided that they are not Pledged Goods.

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3. Negative Pledge

In addition to the security granted by way of pledge of the Pledged Goods in favour of the Chargee pursuant to clause 2.1 and the security granted by way of hypothecation and charge to and in favour of the Chargee pursuant to clause 2.2, the Chargor has agreed not to suffer or to permit the creation of any security interest over the Pledged Goods or over the Monies, Receivables and Insurances as described in clause 1 above, and do nothing that could imperil or detract from the rights granted to the Chargee herein.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04455276

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A TRADE FINANCE SECURITY AGREEMENT DATED THE 6th OCTOBER 2006 AND CREATED BY FEED FACTORS INTERNATIONAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BNP PARIBAS (SUISSE) SA ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20th OCTOBER 2006.

A handwritten signature in black ink, appearing to read 'Rangab'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES