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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

01598507

Name of company

\* CARGILL INVESTOR SERVICES LIMITED (the "Company")

Date of creation of the charge

15 June 2005

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

A security agreement (the "Security Agreement") dated 15 June 2005, entered into by the Company in favour of the Bank of New York (the "Bank")

Amount secured by the mortgage or charge

Please see Schedule 1.

(For a definition of the terms contained in this Form 395 please see Schedule 2.)

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

The Bank of New York  
One Canada Square  
London

Postcode E14 5AL

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

Clifford Chance Limited  
10 Upper Bank Street  
London  
E14 5JJ

For official Use (02/00)  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

0481  
17/06/05

Time critical reference

RHGL/B2496/03860/CXMA

\* Short particulars of all the property mortgaged or charged

Please see Schedule 3.

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)

None

Signed

*Clifford Chance LLP*

Date 17 June 2005

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

*A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge.  
(See Note 5)*

## Notes

† delete as  
appropriate

- 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

*Schedule to Form 395 relating to a Security Agreement dated 15 June 2005 entered into by  
Cargill Investor Services Limited (Company No: 01598507) in favour of The Bank of New  
York*

**SCHEDULE 1**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

- (i) All present or future obligations or liabilities of any and all kinds of the Company to the Bank, whether due or to become due, secured or unsecured, absolute or contingent, and howsoever or whensoever acquired by the Bank, including interest accruing thereon before or after the commencement of any insolvency, bankruptcy or reorganization proceeding of the Company (whether or not such interest is an allowable claim in any proceeding and irrespective of the discharge or release of the Company in such proceeding) (all of which are referred to collectively as the ("**Obligations**"); and
- (ii) All expenses (including, but not limited to, reasonable attorney's fees and expenses and costs of any insurance and payment of taxes or other charges) of, or incidental to, the custody, care, sale or collection of, or realization upon, any of the Collateral or in any way relating to the enforcement or protection of the rights of the Bank under the Security Agreement, whether or not litigation is commenced.

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**SCHEDULE 2**

**DEFINITIONS**

In this Form 395:

"**Accounts**" means one or more securities accounts and cash accounts in the name of the Company in which the Bank will hold Securities and cash as provided for pursuant to the terms of the Agreement.

"**Agreement**" means the Global Clearing and Custody Agreement, dated 15 June 2005, made between the Bank and the Company.

"**Depository**" includes the Federal Reserve/Treasury book-entry system for receiving and delivering Securities, the Depository Trust Company, Euroclear, Clearstream Banking S.A. and any other securities depository, book-entry system or clearing agency (and their respective successors and nominees) authorized to act as a security depository, book-entry system or clearing agency pursuant to applicable law and identified to the Company from time to time.

"**Securities**" includes, without limitation, any common stock and other equity securities, bonds, debentures and other debt securities, notes, mortgages or other obligations, and any instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein (whether represented by a certificate or held in a Depository, with a Subcustodian or on the books of the issuer).

"**Subcustodian**" means a bank or other financial institution which is utilized by the Bank in connection with the purchase, sale or custody of Securities under the Agreement and identified to the Company from time to time.

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York*

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**SCHEDULE 3**

**SHORT PARTICULARS OF ALL THE PROPERTY CHARGED**

1. All personal property and fixtures of the Company or in which the Company has an interest wherever located and whether now or hereafter existing or now owned or hereafter acquired and whether or not subject to the Uniform Commercial Code as in effect in the State of New York (the "Code"), including but not limited to all Accounts and any and all Securities and other property held in such Accounts and any cash balances held in any cash account maintained by the Bank in connection therewith, and also including all interest, dividends and other distributions thereon paid and payable in cash or in property, and all replacements and substitutions for, and all accessions and additions to, and all products and proceeds of, all of the foregoing.

2. In addition, any personal property of the Company or in which the Company may have an interest which is now or may at any time hereafter come into the possession or control of the Bank, or of any third party acting on its behalf, whether for the express purpose of being used by the Bank as collateral security or held in custody or for any other or different purpose, including such personal property as may be in transit by mail or carrier for any purpose, or covered or affected by any documents in the Bank's possession or control, or in the possession or control of any third party acting on its behalf;

(the property in paragraphs 1 and 2 (above) together being the "Collateral")

3. The Security Agreement contains covenants for further assurance.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01598507

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 15th JUNE 2005 AND CREATED BY CARGILL INVESTOR SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BANK OF NEW YORK 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 17th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JUNE 2005.

C-6



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES