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LLP395

Particulars of a mortgage or charge in respect of a Limited Liability Partnership

A fee of £13 is payable to Companies House in respect of
each register entry for a mortgage or charge.

For official use

LLP Number

OC336687

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Full Name of Limited
Liability Partnership

AGROVENUS LLP

Date of creation
of the charge

7 January 2009

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 AGROVENUS LLP AS
"CHARGOR".

Amount secured by the
mortgage or charge

SEE ATTACHED CONTINUATION SHEET

Signed

Middleton Potts

Date 16 JANUARY 2009

On behalf of ~~XXXX XXXXXX~~/chargee] (delete as appropriate)

You do not have to give any contact
information in the box opposite but if you
do, it will help Companies House to
contact you if there is a query on the
form. The contact information that you
give will be visible to searchers of the
public record.

Middleton Potts
3 Cloth Street, Barbican, London, EC1A 7NP, DX 46621
Barbican

VJK/JSM/3635-179 Tel 020 7600 2333
E-mail jbeniston@middletonpotts.co.uk

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

SATURDAY



A43 *AIXKH6LH* 157
COMPANIES HOUSE

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

BNP PARIBAS (SUISSE) SA
2, Place de Hollande
1204 Geneva
SWITZERLAND

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, 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 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 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 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

Particulars as to
commission allowance
or discount (note 3)

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 LLP398 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 LLP 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 Form LLP395 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**.

* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

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Particulars of a mortgage or charge (continued)

Please complete
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Continuation sheet No

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| 1 |
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to Form LLP395 and 410 (Scot)

LLP Number

OC336687

Full Name of Limited Liability Partnership

AGROVENUS LLP

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

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 "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 such 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 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 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 (continued)

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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 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 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 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 Goods; and

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

3. Negative Pledge

In addition to the security granted by way of pledge of the 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 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.

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Particulars as to commission allowance or discount



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 401(2) of the Companies Act 1985 as applied to
Limited Liability Partnerships pursuant to Paragraph 4 and
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

LLP NO. OC336687

CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A TRADE FINANCE SECURITY
AGREEMENT DATED THE 7 JANUARY 2009 AND CREATED BY
AGROVENUS LLP FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE LIMITED LIABILITY PARTNERSHIP
TO BNP PARIBAS (SUISSE) SA 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 AS APPLIED TO LIMITED LIABILITY
PARTNERSHIPS PURSUANT TO PARAGRAPH 4 AND SCHEDULE
2 OF THE LIMITED LIABILITY PARTNERSHIPS REGULATIONS
2000 ON THE 17 JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JANUARY
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES